

**TOWN OF DAVIE**  
**TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Council Members

**FROM/PHONE:** Barbara Dupre', Director of Human Resources, (954) 797-1100

**PREPARED BY:** Barbara Dupre'

**SUBJECT:** IAFF Union Contract Renewal

**AFFECTED DISTRICT:** n/a

**ITEM REQUEST:** Schedule for Council Meeting

**TITLE OF AGENDA ITEM:** AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE DAVIE PROFESSIONAL FIREFIGHTERS, IAFF, LOCAL 2315; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:** This resolution ratifies the negotiated Collective Bargaining Agreement (CBA) between the Town of Davie and Davie Professional Firefighters, IAFF, local 2315, a copy of which is attached as Exhibit A. This agreement will take effect upon adoption of this resolution and remain in effect until September 30, 2011.

**PREVIOUS ACTIONS:** Not Applicable

**CONCURRENCES:** Not Applicable

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

**RECOMMENDATION(S):** Motion to approve the resolution.

**Attachment(s):** Resolution  
Collective Bargaining Agreement

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE DAVIE PROFESSIONAL FIREFIGHTERS, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2315; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a collective bargaining agreement between the Town of Davie and IAFF local 2315 has been agreed upon and ratified by the IAFF Local 2315; and

WHEREAS, the agreement will serve to provide harmonious relations between the Town and the IAFF Local 2315.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby ratify the collective bargaining agreement with the IAFF Local 2315, attached hereto as Exhibit A.

SECTION 2. The Mayor and the Town Administrator are hereby authorized to execute the collective bargaining agreement.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWN OF DAVIE, FLORIDA**

**-And-**

**DAVIE PROFESSIONAL FIREFIGHTERS  
LOCAL 2315 AFL-CIO**

~~**October 01, 2005 to September 30, 2008**~~

**January 7, 2009 – September 30, 2011**

**Updated on December 3, 2008**

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## ARTICLE 1

### RECOGNITION

1. The Town hereby recognizes the Union (Local 2315, IAFF), as exclusive bargaining representative of all employees in its Fire Rescue Department holding the Town of Davie job classifications of Firefighter/Paramedic, Driver Engineer, Fire Safety Inspector, ~~Fire~~ Lieutenant, ~~Fire~~ Captain, and Fire/Rescue Captain.

TA – with changes

## **ARTICLE 2**

### **NON-DISCRIMINATION**

1. The Town of Davie will not discriminate against any employee covered by this agreement because of membership in or activity on behalf of the Union, race, color, creed, religion, national origin, age, or sex.

TA – no changes

## **ARTICLE 3**

### **RESIDENCY REQUIREMENTS**

1. The Town will not establish a mileage radius that governs an employee's domicile or principal place of residency. However, this does not relieve an employee from complying with all applicable contract provisions and department operational guidelines. Also, an employee whose domicile or principal place of residency is outside of Dade, Broward, or Palm Beach Counties may not be eligible for the Town sponsored medical and dental insurance.

TA – no changes



## **ARTICLE 4**

### **UNION RIGHTS**

1. All employees of the Town of Davie Fire Department covered by this agreement shall have the right to join the Union to engage in lawful concerted activities for the purpose of collective negotiations of bargaining or other mutual aid for protection all free from restraint, coercion, discrimination or reprisal. The Union and its duly elected or appointed representatives shall have the right, to express or communicate to management any view, grievance, complaint or opinion, related to the conditions of compensation of public employees or their betterment. This provision shall not abridge the right of any employee to bring forth a grievance on their own behalf.
2. Nothing shall abridge the right of any duly elected or appointed representative of the Union to present views of the Union on issues which affect the welfare of its members, as long as it is clearly presented as the views of the Union and not necessarily the Town.
3. The Union will provide management with a list of all duly elected and appointed representatives.

TA – no changes

## ARTICLE 5

### MANAGEMENT RIGHTS

1. The Union recognizes and agrees that the Town has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects except as modified or limited by this agreement; and the powers or authority which the Town has not officially abridged, delegated or modified by the express provisions of this agreement are retained by the Town. The rights of the Town, through its management officials, shall include but shall not be limited to the right to determine the organization of Town Government; to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the Town and its Fire Department; to set standards for service to be offered to the public; to direct the employees of the Town; to determine create, and establish Town of Davie job classifications and specifications; to determine the method and means for selection for initial hire and for promotions; schedule employees in positions with the Town; to suspend, demote, discharge or take other disciplinary action against employees for just and proper-cause; to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds; to determine the location, methods, means and personnel by which operations are to be conducted to establish, modify, combine or abolish positions; to change or eliminate existing methods of operation, equipment or facilities; to take whatever action(s) may be necessary to carry out the mission of the Town or its Fire Department in emergency situations. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matter have the practical consequence of violating the terms and conditions of this agreement.
2. The Town has the sole authority to determine the purpose and mission of the Town, to prepare and submit budgets to be adopted by the Town Council. Those inherent managerial functions, prerogatives and policy-making rights which the Town have not expressly modified or restricted by a specific provision of this agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein.

TA – No changes

## ARTICLE 6

### DUES CHECK OFF

1. Upon written authorization of a bargaining unit employee, and with approval from the Union President, the Town agrees to deduct bi-weekly from the wages of that employee the sum authorized by the employee for union dues. The Union agrees to certify the bi-weekly amount of dues, and if changed, will notify the Town seven days before the change is to be effective.
2. The Town will remit the amounts withheld as union dues on or about the 15th of the month following the month the dues were withheld.
3. The withheld dues will be delivered with respect to section two to the following address, or as may be changed during the life of the agreement:

_____	name and title
_____	union name
_____	street name
_____	city, state, and zip code

4. The Town will not change the amount of the dues withheld from any employees paycheck without written authorization from that employee with acknowledgment by the union president. Such authorization must be received at least seven working days prior to the pay date the employee expects the change to be effected.
  - A. Working days is defined for this section as Monday through Friday and excludes official Town holidays.
  - B. Pay date is defined as the normal day and date that bargaining units member receive their pay.
5. The Town and the Union recognize that this deduction is voluntary. In the event that an employee's gross pay less standard deductions and other authorized deductions is insufficient to cover the amount to be withheld as union dues, the Town will not be obliged to withhold the union deduction amount. Further, unless and until the employee requests that future available earnings will be used to excuse those dates union deductions were missed because of insufficient earnings, the Town will not withhold more than the usual union deduction.
6. The Town and the Union agree that the Union is responsible for the collection of dues that result from disputes between the Union and its members.

7. The Union acknowledges that such collected dues are authorized, levied, and certified in accordance with the Constitution and By-laws of the Union.
8. Upon written authorization of ten (10) or more bargaining unit employees, the Town agrees to deduct bi-weekly from the wages of each of those employees an additional amount up to 5% of each of those employees' gross bi-weekly wages. The Town will remit to the Union the amounts withheld pursuant to this paragraph on or about the 15th of the month following the month the monies were withheld.
9. The Union will hold the Town harmless against any claims made and against any suits instituted against the Town or the Union based upon this article.

TA – No changes

## ARTICLE 7

### UNION BUSINESS

1. Up to three (3) members of the Union negotiating team shall be allowed time off for all negotiations which shall be mutually set by the Town and the Union.
2. The Town shall permit ~~one (1)~~ **two (2)** Union representative **(s) time off** to discuss working conditions with Town officials, attend grievance hearings, and consult with Town officials, (including attendance at all labor management meetings) at a time mutually agreeable. **This can be accomplished using the union time pool.**

3. Union Time Pool:

- A. Active members in good standing shall contribute sick or vacation leave to the Union Time Pool when the executive board deems it necessary. Forty-eight (48) hour employees shall contribute up to four (4) hours at a time (maximum twelve (12) hours per year). Forty (40) hour employees shall contribute up to one (1) hour at a time (maximum four (4) hours per year). Donated time will be recorded by the Town as dollar value in and dollar value out. The value of each contribution shall be determined by the employee's current rate of pay at the time of each assessment.

New members of the Union shall have three (3) months to comply with the initial assessment to the Union Time Pool. The assessment for new members shall be as follows: forty-eight (48) hour employees, six (6) hours of sick or vacation time; forty (40) hour employees, two (2) hours of sick or vacation time. The three (3) month grace period shall commence upon the date of the employee's induction into the Union.

In no event may the Union Time Pool exceed the dollar value of ~~4080~~ 1440 hours or ~~45-60~~ shifts of Captain's base pay at the prevailing maximum pay grade hourly rate.

- B. Authorization by the Union President or designee for the employee to use the Union Time Pool must be submitted in writing before such assignment is effective. Under normal circumstances, the Union shall provide the Town with at least twenty four (24) hours notice before utilizing the Union Time Pool. The Union Time Pool shall be used to reimburse the Town for hours worked by employees replacing those employees utilizing the Union Time Pool. If the replacement employee receives overtime pay, the Union Time Pool shall be charged one and

one-half hours for every hour worked by the replacement employee. If necessary, employees utilizing the Union Time Pool shall be paid by the Town in accordance with the overtime procedures set forth in Article 32 of this Agreement, and replaced by the Town in the same manner that the Town fills any other absence causing overtime.

Up to three (3) members of the Union, as designated by the President, shall be allowed time off to attend the Union's State Convention utilizing the Union Time Pool. Each delegate shall be allowed to take off two (2) shifts during each fiscal year.

Up to three (3) members of the Union, as designated by the President, shall be allowed time off to attend the Union's International Convention utilizing the Union Time Pool. Each delegate shall be allowed to take off two (2) shifts once every two (2) years.

Use of Union Time Pool shall be subject to approval of the Fire Chief and or his/her designee. Approval shall not be withheld unreasonably.

TA – with changes

## **ARTICLE 8**

### **PREVAILING RIGHTS**

All terms and conditions of employment which apply throughout the department to members of the bargaining unit on the effective date of this Agreement and which are not specifically referred to in this Agreement, but which are contained in Town Ordinances, Resolutions, written direction of the Town Administrator and/or the Fire Chief, shall not be changed by the Town without the mutual consent of both parties. Nothing in this article shall be construed to mean that the Fire Chief or designee or the Town Administrator or designee may not promulgate and enforce rules and regulations.

TA – No Changes

## ARTICLE 9

### RULES AND REGULATIONS/POLICIES

The Union recognizes the right of the Town and the Fire Rescue Department to establish rules, regulations, and policies for the safe and efficient conduct of Town business and penalties for violation of such rules, regulations, and policies provided said rules, regulations, and policies do not conflict with any provisions of the Collective Bargaining Agreement or any terms and conditions of employment. ~~Changes in present rules shall not become effective until they have been provided to union representatives, and posted for at least five (5) business days, excluding Saturdays, Sundays and paid holidays unless necessary for safety, in which case changes in rules will become effective immediately.~~ Changes in the present rules shall not become effective unless provided to the Union representatives for at least five (5) business days, and are posted for at least an additional five (5) days, excluding Saturdays, Sundays, and paid holidays unless necessary for safety, in which case changes in rules will become effective immediately. The Union shall be permitted to propose additions and changes to rules and regulations/policies at any time. The Town Administrator ~~Fire Chief's~~ or designee's determination as to any such Union proposal will be final. Should any rule or regulation be in conflict with this agreement, this agreement will prevail.

TA – with changes



## ARTICLE 10

### JURY DUTY

An employee shall receive full pay while on jury duty if it is a ~~normally~~ scheduled workshift. The employee will return to the Town any money received from the court for jury duty, exclusive of mileage money, while such jury duty is performed during a normal scheduled shift of duty. Should the employee be dismissed from jury duty during work hours on a normally scheduled work day, the employee shall report to work immediately and notify their immediate supervisor or if not available, the next supervisor in the chain of command. If an employee is scheduled for jury duty on the morning after a normally scheduled work day that employees shall be released from duty at ~~8:00~~<sup>10:00</sup> PM the night before reporting to jury duty without loss of pay or benefits. Members who receive a summons for jury duty shall promptly turn in to the Department a copy of the summons as soon as received and a copy of the Certificate of Attendance from the Court Clerk at the completion of their duty.

**If an employee is scheduled to work a shift swap, the employee shall make a documented attempt with the court system process to reschedule their jury duty. If the attempt is denied by the court system or extenuating circumstances exist, the town shall provide coverage for the employee to be released from duty during the scheduled time period.**

TA – with changes

## ARTICLE 11

### PENSION PLAN

1. The Town agrees to amend its pension resolution as listed below. All other provisions of the pension resolution shall remain in full force and effect.
  - a. For those employees entering the DROP on or after the date of ratification of this agreement, the maximum Deferred Retirement Option Plan (DROP) participation period shall be five (5) years commencing at the earliest date of eligibility. The available DROP participation period shall decline by one month until the expiration of the DROP period, beginning at eligibility date.
  - b. Beginning October 1, 2006, pension contributions shall be made and benefits based upon total remuneration, including all monetary pay other than overtime **and IRC 125 dollars used to pay for employee benefits, such as health, dental, disability and life insurance.**
  - c. Effective October 01, 2005, the normal retirement benefit will be three percent (3%) per year for the first ten (10) years of service, four percent (4%) per year for the next five (5) years of service, five percent (5%) per year for the next five (5) years of service [i.e., the pension multiplier will be increase from four percent (4%) to five percent (5%) for years sixteen (16) through twenty (20) for a total of seventy-five percent (75%) at twenty (20) years of service], and two percent (2%) per year for the next ten (10) years of service [for a total of ninety-five percent (95%) at thirty (30) years of service], for employee members who are actively employed on the date of ratification of this agreement and who are DROP participants on the date of ratification of this agreement.
  - d. The spousal survivorship component of the normal form of retirement benefit for a married participant will be the sixty percent (60%) joint and survivor annuity or the unreduced ten (10) year certain life annuity.
  - e. Cost of said pension benefit increases will be paid in accordance to Article 12 of this agreement.
2. It is expressly agreed that whatever costs are ultimately attributable to the DROP -- as determined by the Town's actuary -- will be borne entirely by bargaining unit employees or by bargaining unit DROP participants, not by the Town.
3. The proposed changes will be effective when the new plan has been approved by the State of Florida and properly adopted by the Town Council. In the event any

of these proposed changes are not approved by the IRS, State of Florida, or any other entity with relevant authority, this agreement shall be reopened to afford the parties an opportunity to maintain the intent of these provisions.

TA – with changes

## ARTICLE 12

### SHARE PLAN

1. The Town will enact an ordinance creating a section of the Davie Firefighters Pension Trust establishing a Share Plan for the distribution of funds from excess premium tax revenues received under Chapter 175 Florida Statutes prior to October 01, 2005, from interest earned on said funds, and excess premium tax revenues received under Chapter 175 Florida Statutes on or after October 01, 2005.

Such funds received on or after October 01, 2005, which are estimated to be \$318,642 per year (after paying for Minimum Benefits), shall be utilized by the Town to pay for the increased benefits resulting from the Article 11, Section 1 of this agreement.

The final approval regarding the actual cost of the proposed pension benefits increase lies with the State of Florida Bureau of Local Retirement which will approve the costing methodology and the components thereof.

If the cost of increasing the pension benefits resulting from the Article 11, Section 1 of this agreement exceeds \$318,642 per contract year, the benefit increases will be paid for out of any Chapter 175 funds received which may be in excess of the estimated \$318,642 (after paying for Minimum Benefits) and then from the funds identified in Section 1 of this article. If insufficient funds (identified in Section 1 of this article) exist, the benefit multiplier increases from four percent (4%) to five percent (5%) for years sixteen (16) through twenty (20) will be equally adjusted, accordingly, so that the Town bears no additional costs.

2. Any excess Chapter 175 funds not utilized to pay for pension benefits during the period of this agreement ~~may shall~~ be deposited in ~~a the~~ Share Plan and a portion of said funds may remain in plan reserves.

TA – with changes

## ARTICLE 13

### GRIEVANCE PROCEDURE

In a mutual effort to provide harmonious working relations between the parties, the following procedure shall apply to the resolution of grievances, misunderstandings, or disputes between the parties. Any grievance, dispute or complaint alleging a violation of this agreement or involving the interpretation or application of this agreement shall be resolved through Step ~~3~~ 4 of the following procedure.

Other disputes or misunderstandings between the parties (which do not allege a violation of this agreement or involve the interpretation or application of this agreement) may be processed only through Step ~~2~~ 3 of the following procedure. The use of this procedure to resolve such disputes and misunderstandings shall be optional and shall not be considered a condition precedent to the institution of legal proceedings or other remedies which may be available to or pursued by the Union or an employee.

Step 1 The aggrieved employee or the Union shall present a written grievance to the Operations Chief or designee within ~~ten (10)~~ **fifteen (15)** calendar days within the time the grievant or the Union knew or should have known about the occurrence giving rise to the grievance. If the issue involved stems from a decision made by a person of higher rank than the Operations Chief, the grievance shall be presented in writing to the Fire Chief or designee directly at Step 2.

Step 2 If the Operations Chief or designee does not or can not resolve the grievance in a manner satisfactory to the grievant or the Union, the grievance shall be presented in writing to the Fire Chief or designee by the grievant or the Union, Monday through Friday from 8:30 a.m. to 4:30 p.m., within ten (10) calendar days of the Operation Chief's or designee's receipt of the grievance. A Union representative shall always be present at any time the Town discusses a grievance with a grievant. The Fire Chief may seek the assistance of any other individual who may be qualified to offer assistance or information which will aid the Chief in reaching a mutually equitable decision. The Chief shall attempt to adjust the matter and shall respond in writing to the employee and the Union within ten (10) calendar days or receipt of the grievance

Step 3 If the grievance has not been satisfactorily resolved, the Union shall present such written grievance to the Town Administrator, or designee, within ten (10) calendar days from the date of the response in Step 2. The Town Administrator, or designee, shall meet with the employee and the Union representative within fifteen (15) calendar days, from the receipt of the written grievance and render a decision within fifteen (15) calendar days, from the meeting.

Step 4 If the grievance has not been satisfactorily resolved, the Union may, within twenty (20) calendar days from receipt of the Step 3 response submit the grievance to arbitration by filing a written request for a panel of arbitrators with the Federal Mediation and Conciliation Service (FMCS) and providing the Town with a copy of such request. The Union shall have the exclusive right to proceed to arbitration on behalf of its members. The award of the arbitrator shall be final and binding on both parties.

All deadlines may be extended upon mutual agreement of the Town and the Union. Deadlines shall be extended automatically upon a Town declared State of Emergency. Failure of the Town to make a decision within the time limits at each step shall be deemed a denial and the grievance may proceed to the next step

The cost for the services of arbitrator shall be borne by the losing party. Either party to this agreement desiring transcripts of arbitration hearings shall be responsible for the cost of such transcripts.

In the event either party claims a dispute is non-arbitrable, the arbitrator's ruling shall first address ~~on~~ that issue. If the arbitrator deems the issue non-arbitrable, then no ruling on the merits shall ~~issue~~ be issued.

TA – with changes

## ARTICLE 14

### PROTECTIVE CLOTHING, EQUIPMENT, AND UNIFORMS

1. All Firefighters shall be provided with the following **NFPA approved** necessary and appropriate protective clothing and equipment which shall be utilized in the performance of their duties:

- 1 - ~~NFPA approved~~ Bunker Coat with liner
- 1 - Pair of ~~NFPA approved~~ Bunker Pants with liner
- 1 - Pair of firefighter type suspenders, color optional
- 1 - ~~NFPA approved~~ face shield
- 1 - ~~NFPA approved~~ Fire helmet\*
- 1 - Pair of five-finger, full protection type fire gloves
- Flashlight of high quality, heavy duty (sufficient number for personnel on duty)
- 1 - ~~NFPA approved~~ self contained breathing apparatus/sufficient number for personnel on duty
- 1 - Pair Bunker boots (short)
- 1 - ~~NFPA approved~~ head protector/hood
- 1 - SCBA face mask

**All SCBA equipment shall be maintained and/or repaired by trained personnel.**

Pursuant to NFPA standards, the Authority having jurisdiction (AHJ), (Fire Chief or designee) shall insure that protective clothing and equipment is supplied to provide protection from those hazards that personnel are exposed to or could be exposed to; furthermore shall ensure that equipment commensurate with the respective operational capabilities for all fire rescue operations including, but not limited to, technical search and rescue incidents and training exercises, is provided.

**Employees may purchase additional personal or safety equipment (NFPA approved, if applicable) with written approval from the Fire Chief or designee for use in their official position with the Town of Davie.**

2. The Town shall furnish the following uniforms to each employee:
  - A. ~~Five~~ **Four Dress** shirts **[consisting of three (3) short sleeve and (1) long sleeve]** ~~with appropriate patches or emblems~~  
Five pairs of pants **[consisting of four (4) work pants and one (1) dress pants]**  
One **cold weather** jacket  
Five undershirts ~~with appropriate emblems~~

One ball cap  
One uniform belt  
**One pair work shoes (with steel or composite toe protection)**  
**One raincoat**

- B. The Town shall supply required badges, shields, insignias, patches and emblems as determined by the Fire Chief or designee.
  - C. Only items determined by the Fire Chief or designee may be worn while in uniform.
  - D. ~~the Town shall provide each member of the department with shoes for dress and work purposes.~~
  - E. The Town shall pay or supply a cleaning agency for uniforms.
23. All of the above listed protective clothing, equipment and uniforms shall be repaired or replaced by the Town as needed.
34. Employees will be responsible for reimbursing the Town for the cost of replacement, less insurance proceeds, of protective clothing, equipment and uniforms lost, damaged or destroyed due to **gross** negligence of the employee. Nothing in this article shall excuse an employee from responsibility for any and all equipment or materials which are issued or assigned to the employee on a regular or temporary basis which is lost, damaged or destroyed due to negligence.
45. The **Fire** Chief or designee shall inspect the protective clothing and above listed equipment at least every ~~six (6)~~ **twelve (12)** months
6. The Fire Rescue Department Safety Committee referenced in Article 45 **16** will meet as required or when requested by either party to discuss any and all items to be issued pursuant to paragraph 1.



## ARTICLE 15

### DEPARTMENTAL ORIENTATION AND TRAINING

1. The Town will provide Orientation Training to all new employees covered by this agreement, addressing, but not limited to:

Working hours and schedules

Pay schedules

Town provided benefits (i. e., insurance, retirement, sick days, etc.)

**Department Rules & Regulations/Policies and Town Policies**

Purpose and objectives of the Fire Department

Statutory obligations of Firefighters

Educational opportunities with the Town

Fire Department organization and structure (Chain of Command, job descriptions and responsibilities)

Apparatus and equipment familiarization (to include "Hands On" training with hose, tools, etc.)

Other topics deemed necessary by the Fire Chief or designee.

TA – with changes

## ARTICLE 16

### ~~FIRE RESCUE DEPARTMENT~~ SAFETY COMMITTEE

The Town and the Union agree to cooperate to the fullest extent in the promotion of safety with regard to gear/equipment **and living conditions.**

#### **Fire Rescue Department Safety Committee**

1. Two (2) employees representing the Union and two (2) representatives of the Town shall comprise a **Fire Rescue Department** Safety Committee. The Committee will meet as required or when requested by either party to discuss safety and health conditions of the Department, ~~including, but not limited to, the items set forth in Article 13.~~ All recommendations of the ~~Safety~~ Committee shall be in writing and copies submitted to the Fire Chief or designee. The Fire Chief or designee, when in concurrence with a ~~Safety~~ Committee recommendation, shall make a concerted effort to implement the recommendations within a reasonable time. If the recommendations of the ~~Safety~~ Committee are rejected, the Fire Chief or designee shall provide written notice as to the reasons for the rejection to the Union. The Fire Chief's or designee's decision as to any recommendation by the Committee will **shall** be final ~~and not subject to grievance/arbitration under Article 12.~~
2. Participation in the ~~Safety~~ Committee shall be voluntary, and participation shall be on the employees' own time.

#### **Town-wide Safety Committee**

1. **One (1) employee and one (1) alternate representing the Union shall be part of the Town-wide Safety Committee.**
2. **Participation in the Town-wide Safety Committee shall be pursuant to state statute.**

## **ARTICLE 17**

### **ANNUAL PHYSICAL EXAMINATION**

1. Each employee may, at his or her option, be fully and completely examined by a physician (M.D.) at the Town's expense at the usual and customary rate (UCR) each year and shall receive all immunizations, inoculations and boosters as consistent with current medical standards. The physical examination shall include, but not be limited to, chest X-ray, 12 lead electrocardiogram, stress test (every two (2) years if under 40 years of age), lung capacity test, vision test, hearing test, and full blood test (including triglycerides and SMA-18, but excluding blood gasses test). Such costs shall be less any Town of Davie insurance coverage.
2. The Town will reimburse an employee for applicable out-of-pocket costs (co-payment and co-insurance amount, subject to usual and prevailing charges). When undergoing the physical examination, the employee must utilize his/her Town of Davie health insurance HMO or “in-network” primary care physician, with authorized referrals to “in-network” physicians and/or facilities.
3. Each employee having a physical examination pursuant to this Agreement shall have a medical examination form (attached hereon as Appendix A) completed by their examining physician, and said form shall be immediately provided to the Town.

TA – no changes

## ARTICLE 18

### SENIORITY

1. It is agreed that seniority shall be applicable for all members of the Fire Department and shall mean employment in the classified service which is uninterrupted except for authorized leaves of absence. Time lost due to leaves of absence shall not be included in the determination of length of continuous service except where limited by law.
2. Authorized paid leaves of absence shall be included as part of continuous service.
3. Current and accurate seniority rosters, based on time in rank and time in service, shall be maintained and posted for all positions. Said rosters shall be utilized in selection of vacation and "Kelly Days". Seniority shall be determined in the following order:
  - A - Rank
  - B - Length of time in rank
  - C - Length of service in a Davie Fire Rescue Department job classification(s) covered by this collective bargaining agreement.
  - D - For employees hired on the same date and in the same rank, seniority shall be based first upon score on the promotional exam and then date and time of original application. ~~With respect to the five (5) employees merged into the Davie Fire Department from Hacienda Village, because they were hired on the same date by Davie, their seniority with respect to each other (but not their Davie seniority) shall be based upon their date of hire at Hacienda Village and then their date and time of original application with Hacienda Village.~~
3. Layoffs shall be in reverse order of hiring regardless of rank, last hired first laid off. Recall will be in reverse order of layoff. Recall will be made by certified mail to the last address in the employee's record. The employee must, within twenty (20) days of the certified receipt date, signify his intention of returning to work to the office of the Chief and report within thirty (30) days thereafter, and/or may be extended for a mutually agreeable period of time, otherwise his name shall be automatically removed from the recall list. No new employees will be hired until all laid-off employees are recalled. Thirty (30) days advance notice, or pay in lieu thereof, shall be given to each employee to be laid-off.

TA – with changes

## ARTICLE 19

### SAFETY

a. ~~It is agreed that the bargaining unit can have one (1) member and one (1) alternate on the Town-wide Safety Committee. Bargaining Unit members may either attend unpaid or may, at the Union's option, be paid from the Union Time Pool.~~

**Note: Moved to Article 16**

Intentionally left blank

## ARTICLE 20

### ON THE JOB INJURY

1. In the event that an employee covered by this Agreement sustains an accidental injury or illness which is deemed compensable under Florida's Workers' Compensation Act, **(this includes, pursuant to federal and state law, assignments where deployment is at the direction of the Town, but located outside the Town of Davie),** the Town shall pay to the employee his regular salary **plus any educational incentives the employee is currently receiving,** less any workers' compensation disability benefit received until:
  - A. The employee returns to work light duty, as provided below; or
  - B. The employee is able to return to his or her regular job; or
  - C. The employee is awarded a disability pension from the Town of Davie Fire Fighter's Pension Plan; or
  - D. One year has passed since the date of the employee's illness or injury.
2. As a condition of continued receipt of the above benefit, the employee shall submit, upon request by the Town, to an examination by a physician selected by the Town subject to the following limitations:
  - A. The employee shall be allowed to schedule his or her own appointment with the physician within the days specified by the Town for the examination;
  - B. The physician shall be located within Broward County unless otherwise agreed to by the employee and the Town;
  - C. Such examination shall not be more frequent than once every seven (7) calendar days;
  - D. The Town-selected physician shall determine what testing is necessary to conduct the examination.
3. Employees who sustain an injury due to engaging in recreational activity (including but not limited to playing basketball; playing ping pong; using exercise equipment; jogging; etc.) **will be covered under worker's compensation and shall receive the 66 2/3 of their salary from Workers Compensation; however, they** shall not be entitled to receive supplemental pay under this article. **Employees wishing to use**

**their sick and/or vacation time to supplement the 66 2/3 being received from Workers compensation may do so with approval from the Fire Chief or designee.**

4. Time off from work under this Article shall be counted as time worked for purposes of computing seniority. Sick and vacation time shall be earned for up to one (1) year from the date of injury. **All accruals during this time shall remain as if the employee had never been injured.**
5. In order to receive full pay from the Town, the employee will be required to endorse any workers' compensation checks, thus assigning payment to the Town.
6. In order for an employee to be eligible for full pay, s/he must return to work on a light or limited duty basis if so ordered by the Town, providing a doctor releases the employee to perform light or limited duty.
7. Light Duty - As a condition of receiving the supplement benefit set forth in paragraph 1, above, the Town may require the employee to perform light duty work subject to the following conditions:
  - A. Light duty work shall be performed for the Fire Department or Town and shall be duties the employee is physically and psychologically able to perform, as determined by a physician. The work hours of light duty will be determined by the Fire Chief or designee.
  - B. When approved by Fire Chief or designee, while working light duty, the employee shall be permitted time off, with pay, to receive medical care for said illness or injury.
8. The Town shall establish and implement a procedure for reporting incidents, when an employee, in the performance of their duties, is required to perform rescue or provide medical assistance. All employees shall comply with the injury, accident and/or incident report requirements of the Town. The Town shall publish and make the requirements available to all supervisors. \*\* ~~A.~~ Wherever possible all work related injuries shall be reported in writing before the end of the shift on which the injury occurred.
9. No employee who is able to return to his/her regular job, within three (3) years of date of injury shall be refused reemployment or assignment to regular duty if vacancy exists because s/he suffered an injury arising out of and in the course of his/her employment, unless said employee is receiving the benefits



provided in Section 1 of this Article, Social Security disability benefits, or a disability pension. Leave on account of such a disability shall not interrupt seniority and shall be counted as time worked for purposes of computing seniority.

10. **Employees who sustain a work related injury or are involved in a vehicle accident that results in either bodily injury or more than \$250 in property damage may be required to submit to a post accident drug test pursuant to the Town's Worker's Compensation Policy. Accidents resulting in less than \$250 in property damage may result in the submission to a drug test under the provisions of Article 49.**

TA – with changes

## ARTICLE 21

### ENVIRONMENTAL CONDITIONS

1. In recognition of the need of members of the Fire Department to have **safe and healthy** ~~reasonable~~ living facilities while on duty, the Town hereby agrees to provide and pay for full and complete facilities for storage, preparation and serving of meals, lounges, lounge furnishings, bathrooms, beds and bunkrooms, bed linens, and necessary paper products; dishes, flatware and glassware. The facilities mentioned herein shall be of sufficient quantity to accommodate the number of personnel assigned for each shift of duty, shall be of high quality, equivalent to reasonable living conditions, **and shall provide for adequate separation for dressing and sleeping**. The Town further agrees to provide these facilities without cost to Union members. Further, the Town shall supply janitorial maintenance supplies, including soaps and other cleaning and washing products. Laundering of personal clothing other than firefighting clothing will not be allowed.

All items specified above will be replaced by the Town when it is deemed necessary by the Fire Chief. The Chief shall respond to written requests for replacements within 30 days from the request. The Chief's decision may be overturned or modified by an arbitrator only if it is determined that the Chief acted unreasonably.

TA – with changes

## ARTICLE 22

### BEREAVEMENT LEAVE

1. In the event of a death of a member of the employee's immediate family described in Section 2, shift employees shall be granted immediate bereavement leave of two (2) shifts in state and a forty (40) hour employee shall be granted immediate bereavement leave of three (3) eight (8) hour days. Shift employees will be granted three (3) shifts without loss of pay if the employee travels to a funeral outside of the State and the forty (40) hour employee will be granted five (5) eight (8) hour days without loss of pay if the employee travels to a funeral outside of a the State. If one of the days or shifts falls on a Kelly Day that day shall count toward the days or shifts in the leave. In the event that additional time is requested by the employee, it shall be charged to sick and/or vacation leave at the request of the employee when approved by the Fire Chief or designee.
2. Immediate family is defined as: father, mother, son, daughter, sister, brother, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, **registered domestic partner pursuant to Broward (or applicable) County ordinance**, grandparents and spouse's grandparents.
3. The Town reserves the right to require documentation supporting all approval of bereavement leave after the employee returns to work.

TA – with changes

## ARTICLE 23

### VACANCIES

1. When a vacancy occurs in a non-promotional bargaining unit position, the Town will fill said position when deemed necessary. **The Town shall notify the union within 60 days if it plans to fill a vacancy. If the vacancy is identified as a position that is to be filled, the Town shall post the position within 180 days of the vacancy and utilize the promotional or hiring list current at the time of the posting.**

TA – with changes

## **ARTICLE 24**

### **SHIFT EXCHANGE**

1. Shift exchanges are a privilege and any abuse of shift exchange will result in loss of that privilege. Shift exchanges shall not interfere with training activities necessary for the maintenance of licenses or certifications required for the employee's current job classification or specialty team assignment. An employee may exchange shifts with employees of equal rank upon receiving prior approval of the Chief or designee. Shift exchanges between ranks shall be allowed upon prior approval by the Chief or designee, and the employee must be qualified to perform the same duties. Qualification may include, but not be limited to, medical certifications, specialty training, and the ability/authorization to work out of classification/upgrades. The Chief or designee shall have final discretion in determining if an employee is qualified to perform said duties. An employee who has agreed to serve an exchanged shift will not be granted time off for that shift, unless approved by the Chief or designee. It is expressly understood that shift exchanges under this article are granted exclusively for employee convenience. Any failure to report to and complete a shift exchange, if not approved by the Fire Chief or his/her designee, may result in disciplinary action as well as loss of time exchange privileges for up to one (1) year. Failure to report for a shift exchange is AWOL, unless leave is approved. All leave shall be in accordance with departmental policy and/or this agreement. In extreme circumstances, or in the event of a firefighter's illness and/or injury, the Chief or designee may excuse an employee from completing a shift exchange.
2. A fourteen (14) hour prior approval is required. The Fire Chief-or designee in their sole discretion may permit a shift exchange, due to extenuating circumstances, in a shorter time period.
3. New Employees during their probationary period are not eligible to perform shift exchanges, except for the purpose of approved training or education and may only do so upon receiving prior authorization from the Fire Chief or designee.
4. All shift exchange documentation must be on the appropriate forms as specified by the Fire Chief or designee.
5. The responsibility of use and payback of shift exchanges is the sole responsibility of the employees engaging in the exchange and must be repaid within a 12 month period.
6. An employee shall not exchange Kelly Day with him or herself unless within the same work cycle and with the approval of the Fire Chief or designee.

7. The Town shall have no liability or responsibility in the accumulation of shift exchange time between employees in accordance with provisions of the Fair Labor Standards Act.

TA – no changes

## ARTICLE 25

### REQUIRED COURT APPEARANCES

1. If a member covered by this agreement is subpoenaed to give testimony in court or a deposition or agency hearing on behalf of the Town or is legally required to testify in a matter connected with his Town employment, said employee will receive his full pay while so doing, with no loss of time, if he is on regular duty.
2. If the employee is not on regularly scheduled duty, time spent giving such testimony shall be paid at the normal overtime rate. Employees will be paid for the minimum of three (3) hours overtime rate for appearance required under this section.
3. This section applies to an employee covered by this Agreement who receives a subpoena from the State Attorney's Office which requires him to remain at home for a specific period of time within which time he may be called to testify at a hearing. Whenever an employee receives a "stand-by subpoena" in a case directly involving the performance of his job duties for the Town, the employee shall immediately notify the Fire Chief or designee. An employee who wishes to be paid for stand-by time will be permitted to report to work at a location determined by the Fire Chief (or designee); the Fire Chief (or designee) will also determine the appropriate work to be performed by said employee. The employee will be paid for all work performed while on stand-by at his regular base rate of pay.
4. The employee shall be required to consult with the Fire Chief (or designee) on Fire Rescue Department matters regarding any subpoenas, depositions, proceedings, or other Town of Davie official business, prior to said testimony or depositions. Said consultations shall occur in a timely manner when legal notifications are provided in advance to the employee. All employees must notify their Battalion Chief within 48 hours of receiving a subpoena to give testimony on behalf of the Town or any matter connected with that employee's employment by the Town. Employee shall notify their Battalion Chief within 48 hours of receipt of the subpoena by telephone, hand delivery of a copy of the subpoena, or via letter through inter-office mail with a copy of the subpoena. All employees should retain a copy of any subpoena.
5. **In addition, any employee who is being deposed, required to testify in court, or required to testify in any other forum on behalf of the Town, shall be provided by the Town, legal representation to represent the interests of the employee and the Town with regard to the testimony and/or statement to be provided by the employee.**

TA – with changes



## ARTICLE 26

### JOB CLASSIFICATION QUALIFICATIONS AND PROMOTION

#### Job Classification Qualifications

1. An employment selection process will be utilized for selection-for all bargaining unit positions. Town of Davie shall establish criteria for eligibility requirements. The following is a list of requirements for each listed job classification:
  - a) To be eligible for the assignment to Rescue Crew Leader, the employee must meet the following requirements
    1. Must currently be employed in the Davie Fire Rescue Department;
    2. Possess and maintain a State of Florida Firefighter Certification;
    3. Possess and maintain a State of Florida Paramedic Certification;
    4. Must have served a minimum of three (3) years with said certifications with the Davie Fire Rescue Department;
    5. Possess and maintain a Florida Class E Drivers License, or equivalent or higher Florida Drivers License;
    6. Possess an Emergency Vehicle Operator Course (EVOC) certification; and
    7. Pass assessments as defined by the Fire Chief and EMS Medical Director.
  - b) To be eligible for the position of Fire Driver Engineer, the employee must meet the following requirements:
    1. Must currently be employed in the Davie Fire Rescue Department;
    2. Possess and maintain a State of Florida Firefighter Certification;
    3. Possess and maintain a State of Florida Paramedic Certification if hired after January 01, 1997;
    4. Must have served a minimum of three (3) years with said certifications with the Davie Fire Rescue Department;
    5. Must have completed the Driver Operator course;
    6. Possess a State of Florida Driver Operator Certification;
    7. Possess and maintain a Florida Class E Drivers License, or equivalent or higher Florida Drivers License; and
    8. Possess an Emergency Vehicle Operator Course (EVOC) certification.
  - c) To be eligible to be hired as a Fire Inspector, or for an existing Fire Rescue Department employee to serve in the position of Fire Inspector, that person must meet the following requirements:

- ~~1.~~ Possess and maintain a State of Florida Firefighter Certification;
- ~~2.~~ Possess and maintain a State of Florida Fire Inspector Certification;
- ~~3.~~ Possess and maintain a Broward County Fire Inspector Certification;
- ~~4.~~ Possess and maintain a Florida Class E Drivers License, or equivalent or higher Florida Drivers License; and
- ~~5.~~ Possess an Emergency Vehicle Operator Course (EVOC) certification.

d) To be eligible for the position of Fire Plans Examiner, that person must meet the following requirements:

1. Possess and maintain a State of Florida Firefighter Certification;
2. Possess and maintain a State of Florida Fire Safety Inspector I Certification;
3. Possess and maintain a Broward County Fire Inspector Certification;
4. Possess and maintain a Broward County Board of Rules and Appeals Plans Examiner Certification;
5. Possess an Associates Degree in Fire Science or a related area as determined by the Fire Chief ;
6. Must have served as a minimum of three (3) years as a Fire Inspector;
7. Possess and maintain a Florida Class E Drivers License, or equivalent or higher Florida Drivers License; and
8. Possess an Emergency Vehicle Operator Course (EVOC) certification.

e) To be eligible for the position of Lieutenant, the employee must meet the following requirements:

- ~~1.~~ Must currently be employed in the Davie Fire Rescue Department as a Fire Driver Engineer or serve in the capacity of Acting Fire Driver Engineer;
- ~~2.~~ Possess and maintain a State of Florida Firefighter Certification;
- ~~3.~~ Possess and maintain a State of Florida Paramedic Certification;
- ~~4.~~ Possess and maintain a State of Florida Fire Officer #1 Certification;
- ~~5.~~ Must have served as a minimum of five (5) years with the Davie Fire Rescue Department; (An Associates degree in Fire, EMS, or a related area as determined by the Fire Chief or designee may substitute for one (1) year of the designated experience.)
- ~~6.~~ Possess and maintain a Florida Class E Drivers License, or equivalent or higher Florida Drivers License; and
- ~~7.~~ Possess an Emergency Vehicle Operator Course (EVOC) certification.

f) To be eligible for the position of Fire Captain, the employee must meet the following requirements:

1. Must currently be employed in the Davie Fire Rescue Department as a Fire Lieutenant or serve in the capacity of Acting Fire Lieutenant;

2. Possess and maintain a State of Florida Firefighter Certification;
  3. Possess and maintain a State of Florida Paramedic Certification;
  4. Possess and maintain a State of Florida Fire Officer #1 Certification;
  5. Must have served as a minimum of seven (7) years with the Davie Fire Rescue Department; (An Associates degree in Fire, EMS, or a related area as determined by the Fire Chief or designee may substitute for one (1) year of the designated experience.)
- g) Members employed in Fire Captain, Fire Lieutenant, Fire Driver Engineer, Firefighter Paramedic job classifications must possess and maintain all of the requirements of that job classification and of each of subordinate job classifications listed in this sentence as a condition of initial and continued employment in that job classification. No member employed at the time of ratification of this agreement in one of these job classifications will be demoted based solely on this provision.
- h) Selection processes may include, but may not be limited to, evaluations of training and experience, written tests, oral tests, assessment centers, performance tests, and other professionally accepted selection instruments.
- i) All above mentioned qualifications are subject to change pursuant to Federal and State law and/or County Regulation.

### Promotions

2. Announcements of promotional examination shall indicate job classification eligibility requirements for said promotional position(s). Announcements of promotional examination shall be posted continuously in each Fire Station for not less than sixty (60) days prior to the examination date which will be stated in the announcement. All selection processes components shall be conducted within one hundred twenty (120) days of closing date of the promotional announcement. Identifiable sources of information for all promotional examinations shall be published upon announcement of said examination.—The Town shall use sources of information which are available to the potential examinees.
3. The Town agrees that all classified positions of the Fire Rescue Department shall be filled from the list of eligibles certified by the Director of Human Resources Management.

The Town will establish component weights and minimum passing scores, and/or a composite minimum passing score for the promotional examination. Scores will be calculated and posted to the hundredths

place (.00). If the thousandths place is five (.005) or greater the hundredths place will be rounded up (e.g., 80.565 rounds to 80.57). If the thousandths place is four (.004) or less the hundredths place will be rounded down (e.g., 80.564 rounds to 80.56). A list, ranking employees according to scores will be posted within thirty (30) calendar days after completion of all selection process components.

Employees will have the opportunity to challenge (in writing) specific test questions during and immediately following administration of the written test (multiple choice, true/false, fill-in the blank, matching only) session. In the event any specific test questions are challenged in a timely manner, all such challenged questions will be submitted for review to the person(s) who are responsible for preparing the challenged question(s). The results of this review will be final and binding and no further challenges will be permitted.

Absent a timely challenge, the Town will schedule and conduct the next selection process component within thirty (30) calendar days after the written scores are announced. Otherwise, the next selection process component will be scheduled and conducted within thirty (30) calendar days after the specific challenges are resolved.

4. Appointments shall be made on the basis of the final score of each candidate. The Town will determine the factor which provides the weighted average score of selection process components and will include the said factor in the appropriate promotional announcement.
5. The Town agrees to establish a ranked promotional eligibility list which list will then be valid for a period of eighteen (18) months from the date of posting such list, which date must appear on the list. The list life may be extended to twenty-four (24) months at the discretion of the Fire Chief or designee. The eligibility list will be void when and if the list falls below three (3) names and Town desires that said list be void. If the Town is making promotions at one time from an eligibility list which, as a result, falls below three (3) names, the Town has the option of continuing to make those promotions from the list, or of considering it to be depleted.
6. In deciding which eligible employee to promote, the Fire Chief shall choose between the five (5) highest scores on the eligibility list and promote his or her choice, taking into account such factors as employment, attendance, and disciplinary history; job performance; supervisory input; education; and other job related factors
7. If a promotional examination is passed by less than three (3) candidates, the Town, at its discretion, will retest and will post the announcement for

the second test within sixty (60) days from the posting of the scores of the first test. **—In the event there are no qualified candidates that sit for a promotional exam, the Fire Chief reserves the right to open the testing up to the next available rank.**

**Effective October 1, 2010 – Section One (1) of Job Classification Qualifications will be replaced with the following:**

**Davie Fire Rescue Department shall be undertaking a new department chain of command. This chain of command will include the rank of Lieutenant, Captain, and Fire Rescue Captain. The rank of Lieutenant shall be filled through the process outlined herein and, when through attrition and by promotion, the Lieutenant position shall become filled through the promotion of a Firefighter/Paramedic Crew Leader and other qualified non-crew leader positions, said Firefighter/Paramedic Crew Leader assignment shall be eliminated from Article 52 – Assignments, the budget, and any pay classification will not exist. Once all Lieutenant positions are filled through this process and if there are any employees that remain in a Firefighter/Paramedic Crew Leader assignment, said assignment will be eliminated.**

**These requirements for promotion shall go in effect one (1) year prior to the institution of the new pay plan and job classification, which shall be effective October 1, 2010.**

**1. An employment selection process will be utilized for selection for all bargaining unit positions. Town of Davie shall establish criteria for eligibility requirements. The following is a list of requirements for each listed job classification:**

**a) To be eligible for the position of Driver Engineer, the employee must meet the following requirements:**

- 1. Must currently be employed in the Davie Fire Rescue Department for a minimum of three (3) years;**
- 2. Possess and maintain a State of Florida Firefighter Certification;**
- 3. Possess and maintain a State of Florida Paramedic Certification if hired after January 01, 1997;**
- 4. Must have served a minimum of one (1) year with said certifications with the Davie Fire Rescue Department;**
- 5. Must have completed the Driver Operator course;**
- 6. Possess a State of Florida Driver Operator Certification;**
- 7. Possess and maintain a Florida Drivers License, or equivalent or higher Florida Drivers License; and**

8. Possess an Emergency Vehicle Operator Course (EVOC) certification.

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**b) To be eligible for the position of Lieutenant, the employee must meet the following requirements**

1. Must currently be employed in the Davie Fire Rescue Department;
2. Possess and maintain a State of Florida Firefighter Certification;
3. Possess and maintain a State of Florida Paramedic Certification;
4. Must have served a minimum of five (5) years **with the Davie Fire Rescue Department** and be a promoted Driver Engineer or on the current **Driver Engineer Eligibility List.**
5. Possess and maintain a Florida Drivers License, or equivalent or higher Florida Drivers License;
6. Possess an Emergency Vehicle Operator Course (EVOC) certification
7. Successfully complete Fire Officer 1 courses FFP1810, FFP2811, FFP2120, and FFP 2720,
8. Possess and maintain Instructor Certification in Basic Life Support
9. Possess and maintain a Pediatric Certification or equivalent (i.e. PALS, PEPP, etc.)

Note: An Associates degree in Fire, EMS, or a related area as determined by the Fire Chief or designee may substitute for one (1) year of the designated experience.

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**c) To be eligible for the position of Fire Safety Inspector I (FSI1), the employee must meet the following requirements:**

1. Must currently be employed in the Davie Fire Rescue Department for three (3) years and **be an employee in good standings. In determining a employee in good standing the Fire Chief shall taking into account such factors as employment, attendance, and disciplinary history; job performance; supervisory input; education; and other job related factors.** ~~have the Fire Chief's approval for a transfer to the Bureau.~~ In the event where no internal candidates are available that meet the above criteria ~~or acceptable~~, the Fire Chief reserves to right to hire from outside the department.
2. **In the event where there are more then one candidate applying for the position the Fire Chief shall choose the most qualified person taking into account such factors as employment, attendance, and disciplinary history; job performance; supervisory input; education; and other job related factors.**

3. Possess and maintain a State of Florida Firefighter Certification;
4. Possess and maintain a State of Florida Fire Inspector Certification.
5. Possess and maintain a Broward County Fire Inspector Certification.
6. Possess and maintain a Florida Drivers License; and
7. Possess an Emergency Vehicle Operator Course (EVOC) certification.
8. EMT certificate

d) To be eligible for the position of Fire Safety Inspector II (FSI2), the employee must meet the following requirements:

1. Possess and maintain a State of Florida Firefighter Certification;
2. Possess and maintain a State of Florida Fire Safety Inspector I Certification;
3. Possess and maintain a Broward County Fire Inspector Certification;
4. Possess and maintain a Broward County Board of Rules and Appeals Plans Examiner Certification;
5. Possess and maintain a Certified Arson Investigator Certification.
6. Must have served as a minimum of two (2) years as a Fire Safety Inspector I (FSI1) and be an employee in good standing. In determining a employee in good standing the Fire Chief shall taking into account such factors as employment, attendance, and disciplinary history; job performance; supervisory input; education; and other job related factors. In the case where no internal candidates are available or acceptable, the Fire Chief reserves to right to hire from outside the department.
- 7.
8. Possess and maintain a Florida Drivers License, or equivalent or higher Florida Drivers License; and
9. Possess an Emergency Vehicle Operator Course (EVOC) certification.

e) To be eligible for the position of Captain, the employee must meet the following requirements:

1. Must currently be employed in the Davie Fire Rescue Department as a Lieutenant or promoted Driver Engineers currently on an eligible Lieutant promotional list for a period of two (2) years or more. In the event additional candidates are

~~required, the Fire Chief may extend eligibility to qualified promoted Driver Engineers;~~

2. Possess and maintain a State of Florida Firefighter Certification;
3. Possess and maintain a State of Florida Paramedic Certification;
4. Possess and maintain a State of Florida Fire Officer One (1) Certification;
5. Must have served as a minimum of seven (7) years with the Davie Fire Rescue Department;
6. Possess and maintain a Florida Drivers License, or equivalent or higher Florida Drivers License; and
7. Possess an Emergency Vehicle Operator Course (EVOC) certification.

Note: An Associates degree in Fire, EMS, or a related area as determined by the Fire Chief or designee may substitute for one (1) year of the designated experience.

~~Note: For the duration of this agreement, from the signing of this change, all driver engineers who have been promoted for five (5) years with the Davie Fire Rescue Department and meet the aforementioned qualifications for Captain shall be eligible for testing.~~

f) To be eligible for the position of Fire **Rescue** Captain, the employee must meet the following requirements:

1. Must currently be employed in the Davie Fire Rescue Department as a Captain for a period of two (2) years or more.
2. Possess and maintain a State of Florida Firefighter Certification;
3. Possess and maintain a State of Florida Paramedic Certification;
4. Possess and maintain a State of Florida Fire Officer One (1) Certification;
5. Maintain Instructor Certification in Basic Life Support and Advanced Cardiac Life Support.
6. Possess and maintain a Trauma Certification or equivalent (i.e. BTLS, ITLS, etc.)
7. Possess and maintain a Pediatric Certification or equivalent (i.e. PALS, PEPP, etc.)
8. Must have served as a minimum of nine (9) years with the Davie Fire Rescue Department;

Note: An Associates degree in Fire, EMS, or a related area as determined by the Fire Chief or designee may substitute for one (1) year of the designated experience.



g) Members employed in Fire ~~Rescue~~ Captain, Captain, Lieutenant, Driver Engineer, Firefighter , and Fire Safety Inspector I and II job classifications (including EMT or Paramedic certification) must possess and maintain all of the requirements of that job classification and of each of subordinate job classifications listed in this sentence as a condition of initial and continued employment in that job classification. No member employed at the time of ratification of this agreement in one of these job classifications will be demoted based solely on this provision.

h) Selection processes may include, but may not be limited to, evaluations of training and experience, written tests, oral tests, assessment centers, performance tests.

i) All above mentioned qualifications are subject to change pursuant to Federal and State law and/or County Regulation.

TA – with changes

## ARTICLE 27

### PROBATIONARY EMPLOYEES

#### A. NEW EMPLOYEES

A new employee of the Department shall be deemed to be in a probationary status for one (1) calendar year (twelve [12] continuous months), beginning with the first day of employment as a Firefighter.

~~If provided for in the Town of Davie job announcement, a new employee who was previously employed as a firefighter/paramedic and has successfully completed probation with their former employer may serve a probationary period of six (6) months.~~

An employee's probationary year shall be tolled and extended during any time period that the employee is not at work performing his/her regular, normal duties for more than thirty (30) calendar days (e.g., sick leave, light duty, and workers' compensation leave). The probationary period will commence running only when the employee returns to his/her normal duties.

An employee's probation may be extended at the discretion of the Fire Chief or designee for a maximum period of six (6) additional months. Should probation be extended, notice shall be given prior to the end of the probationary period. Subsequent to giving notice of extension, a remediation plan shall be provided to the employee. The Town shall notify an unsuccessful probationary employee prior to the end of the probationary period or the extended probationary period that they have not passed probation. Should the Town fail to provide timely notification that, either, probation has not been passed or that probation has been extended then probation shall be deemed passed. Notice need not be in any particular form, but must be written and also must be provided to the Union.

During an employee's probationary period, he/she serves at the will and pleasure of the Town. Accordingly, no probationary employee may grieve, or otherwise challenge, any decision involving assignment, discipline, layoff or discharge.

#### **B. ~~PROMOTIONS~~ ED EMPLOYEES**

In the event an employee receives a promotion from a lower to a higher bargaining unit position, or if the employee moves into a newly held classification, that employee shall serve a probationary period of twelve (12) months of continuous employment from the time of promotion (or from the time the employee begins performing in the newly held classification) as indicated on the approved Personnel Recommendation form.

An employee's promotional probationary year shall be tolled and extended during any time period that the employee is not at work performing his/her regular, normal duties for more than thirty (30) calendar days (e.g., sick leave, light duty, and workers' compensation leave). The promotional probationary period will commence running only when the employee returns to his/her normal duties.

An employee's promotional probation may be extended at the discretion of the Fire Chief or designee for a maximum period of six (6) additional months. Should probation be extended, notice shall be given prior to the end of the probationary period. Subsequent to giving notice of extension, a

remediation plan shall be provided to the employee. The Town shall notify an unsuccessful probationary employee prior to the end of the probationary period or the extended probationary period that they have not passed probation. Should the Town fail to provide timely notification that ~~either~~ probation has not been passed or that probation has been extended, then probation shall be deemed passed. Notice ~~need not be in any particular form, but~~ must be written and also must be provided to the Union.

If an employee is returned to his/her former classification during his/her promotional probationary period for any reason other than failure to satisfactorily complete his/her promotional probationary period or voluntary reversion, then the employee will have his/her previous score reinstated on the applicable eligibility list if the same list is still in effect.

TA – with changes

## ARTICLE 28

### CALL BACK/CALL BACK PAY/HOLDOVER

#### A. CALL BACK

- 1, All employees covered by the terms of this agreement who are called back to work unscheduled shall be paid at the overtime hourly rate for all hours worked and granted by this article. A call back order given to an employee during an emergency situation is mandatory, and will be excused at the sole discretion of the Fire Chief or designee and only if the employee provides substantial reasonable justification to be excused from the mandatory call back. **Involuntary overtime that results directly from a declared Emergency by the Town Administrator shall be paid at double time.**
- 2 The definition of a Call Back is: Official notification considered any verbal contact from the dispatcher, Officer in Charge or designee regarding an unscheduled return to duty. However, this will not include an employee being ordered to commence work before his or her scheduled starting time where they are already in or at the work place at the time they are notified of being ordered to work. An employee called in two (2) hours or less prior to their scheduled starting time shall be treated as a hold over.
3. Call back to duty shall be at the discretion of either the Fire Chief or designee.

#### B. CALL BACK PAY

- 1.. Each member called back to duty by either the Fire Chief or designee shall receive a minimum of four (4) hours call back pay at the applicable overtime rate. Employees called into work more than two (2) hours prior to their scheduled starting time shall be paid time and half for actual unscheduled time worked. Travel time to and from call back duty shall not be compensated.
2. Staff meetings being an essential part in the performance of members duties, shall be paid at current straight time rates unless they are conducted beyond the members scheduled shift or beyond his/her scheduled work week. When this occurs, members shall receive overtime pay.

#### C. HOLDOVER

1. Employees required to begin work before their scheduled shift or to remain on duty beyond their regular tour of duty shall be paid at the rate of time and one half for actual time worked, with a guaranteed minimum of thirty (30) and fifteen (15) minutes intervals thereafter at the applicable overtime rate.

#### D. SCHEDULED CALL BACK

1. When an employee voluntarily accepts a scheduled call back that begins more than two hours before or after his or her regular shift or day, such employee

shall receive a minimum of three (3) hours call back pay at the applicable call back rate.

**TA – with changes**

**ARTICLE 29**

**EDUCATION INCENTIVE PROGRAM**

**SECTION 1**

A. Certification and Degrees - the following supplements shall be added to the base salary (~~flat rate supplements, but not percentage supplements, will count towards average final compensation for pension purposes~~) for employees holding each of the following degrees, certificates, or obtaining each of the following (all such amounts will be paid bi-weekly or monthly and may be prorated):

1. E.M.T. State Certificate: \$1,750 flat rate\*
2. Fire Officer I State Certificate/ **Fire Science Certificate**: \$900 flat rate
3. A.S. Degree in Fire Science/EMS or closely related field, as determined by the Fire Chief or designee: Step increase (not to exceed maximum pay grade) per Town Personnel Rules and Regulations.
4. Paramedic State Certificate: (Fire Inspector and personnel assigned to the fire inspection bureau are not eligible. Shift personnel temporarily assigned to Fire Inspection Bureau are eligible.)  
\$5,000 flat rate\* Must be a Florida State certified paramedic and signed off by the Medical Director.\*  
Increases to \$5,500 after 3 yrs working experience\*\* as a State certified paramedic.\*  
Increases to \$6,000 flat rate after 4 years working experience\*\* as a State certified paramedic.\* Increases to \$6,500 flat rate after 5 years working experience\*\* as a State certified paramedic.\*
5. Fire Inspector State and County Certificate: (Fire Inspector and personnel assigned to the fire inspection bureau are not eligible.) Five percent (5%) or starting Fire Inspector pay (whichever is greater) for hours worked as a Fire Inspector when assigned by the Fire Chief or designee.

*\* Employees who receive paramedic incentive pay will not receive EMT incentive pay.*

*\*\* As defined by the Fire Chief and the EMS Medical Director*

The above compensations shall be payable as long as the employee maintains his/her certification, provided however that no employee shall be entitled to Paramedic certification incentive pay for any period of time that the employee is not cleared for work as a Paramedic by the Fire Chief or designee and the EMS Medical Director. Any bargaining unit employee who was hired after September 1996, as a certified Firefighter Paramedic must maintain that certification. Each certified Paramedic shall be responsible for meeting all obligations in maintaining his/her Paramedic certification.

## SECTION 2

A. The Town shall provide and schedule, in a timely manner, an opportunity for required re-certifications to be administered on duty. Employees who do not utilize the provided on duty scheduled training will be responsible for securing their own required re-certifications from a provider approved by the Fire Chief and EMS Medical Director. All required re-certifications shall be reimbursed by the Town, provided prior approval for both the course and cost is granted by the Fire Chief or designee. In no case shall the reimbursement exceed the cost that would have been paid by the Town had the employee utilized the on duty scheduled training.

**B. The Town of Davie agrees to reimburse employees in accordance with the current Town of Davie Tuition Reimbursement Policy currently in force for all other non-represented employees of the Town (as of Oct 1, 2008). All reimbursements for employees of the Fire Department will be with the approval of the Fire Chief or designee.**

**Unless otherwise provided for in this contract,** The Town of Davie will reimburse ~~one hundred percent (100%)~~ **in accordance with the current Town of Davie Tuition Policy (October 2008) the** of tuition costs equivalent to those amounts charged by a State of Florida University or Community College if course is available at the lower level institution. ~~Employee must apply for Florida Resident Access Grant (FRAG) and all monies awarded will be deducted from the amount reimbursed by the Town. The Town shall reimburse this tuition amount upon an employee's production of proof of payment. Further, 100% of tuition costs, as stated above, will be reimbursed to employees who successfully pass a paramedic course(s) and provide proof of payment of such course, proof of State of Florida Paramedic Certification.~~

C. Employees who let their certification lapse or who separate from the Town's employ will be required to reimburse the Town for all educational reimbursements and/or reimbursements for obtaining/maintaining certification which had been received by the employee within the past two (2) years.

D. Employees of the Fire Department shall use their vacation leave to attend courses which they elect to attend upon approval by the Fire Chief or designee. Members shall may be permitted to attend courses without loss of pay or time when approved by the Fire Chief or designee.

**E. Classes that are required in order to maintain an employee's current position or are required in order to obtain a promotion into another bargaining unit position, shall be reimbursed by the Town of Davie in accordance with the Tuition policy; however, reimbursement shall be at 100% regardless of the passing grade. The Town agrees to reimburse employees within 45 days of the receipt of the grade from the employee.**

TA – with changes

## ARTICLE 30

### INSURANCE

1. The Town shall provide \$50,000\* term life insurance protection for each member of the Fire Department as part of the IRC 125 plan. ~~Effective May 1, 1996, employees may purchase an additional one (1), two (2), or three (3) times their annual base pay, rounded to the next highest \$1,000, at their own expense at the prevailing rate. To do so, employees must comply with whatever terms and conditions are established by the carrier.~~
2. ~~The Town agrees to pay 100% of the cost of the employee's health and dental insurance premium and 50% of the cost toward member's dependent health and dental insurance coverage.~~ **The Town agrees to offer to employees an IRC 125 cafeteria plan that will allow employees to choose health, dental, life, LTD and STD coverage based on their individual needs. The Town agrees to offer at least one health insurance plan and one dental plan which shall be covered at 100% for single coverage and 50% for family coverage. Employees will be given a Benefit Choice Dollar amount, which will be budgeted by the Town Administrator as part of the budget each year, to spend on benefits each pay period. Employees may elect to choose a more benefit rich plan, in which case an employee's out of pocket expense will be greater, or an employee may choose a less benefit rich plan, the result of which would be a lower premium out of pocket.**
3. Except where precluded by law, the Town agrees to maintain substantially equivalent benefits under its Town-sponsored group

insurance policy (~~excluding HMO's~~) for the term of this Agreement. **The Town agrees to meet with at least one member of the bargaining unit annually to discuss insurance issues.** If the Town changes insurance plans or carriers it reserves the right to establish a deductible not to exceed \$100- and an out of network deductible not to exceed \$200 **for at least one plan** to take effect on the annual election date. Employees will be notified of any plan changes or ~~such~~ increases on or before the annual election date.

4. In accordance with Florida Statute, the Town shall make available the above-specified health insurance coverage (at the Town's premium) to all bargaining unit employees who retire from the Town's employment. A retired employee may only receive dependent coverage if and to the extent s/he had dependent coverage at the time of retirement. If elected, insurance coverage will be at no cost to the Town.

\* Subject to any applicable exclusion as mandated by the life insurance policy/carrier.

**TA – with changes**



## ARTICLE 31

### HOURS OF DUTY

Hours of duty are effective as follows:

1. Firefighters, Driver Engineers, Lieutenants, Captains and Acting Battalion Chief.

Shift Assignment, forty-eight (48) hour:

- A. Twenty-four (24) hours on duty, followed by forty-eight (48) hours off duty, with a Kelly day (shift off) every 7th shift. This schedule will result in an average of forty-eight (48) hours per week.

Weekly Assignment, forty-eight (48) hour: (not to alter or replace shift assignment A. above)

- B. Four (4) ten (10) hour and one (1) eight hour day or three (3) eight (8) hour and one (1) twenty-four (24) hour day or five (5) eight (8) hour days and eight hours of on call or other time to be designated by the Fire Chief or combination thereof mutually agreed upon by the Fire Chief and Local 2315 to result in a forty-eight (48) hour work week. These schedules shall be assigned at the Fire Chief's discretion

Weekly Assignment, forty (40) hour:

Weekly Assignment:

- ~~D. **Workweek consisting of** Five (5) consecutive eight and a half (8.5) hour workdays **with an additional unpaid lunch period each day,** or at the Fire Chief's discretion four (4) ten (10) hour workdays ~~per week~~ **with an unpaid lunch period each day.** ~~These schedules will result in a forty (40) hour work week.~~~~

2. **Fire Safety Inspector I & II**

**Workweek consisting of (Five (5) consecutive eight (8) hour workdays with an additional unpaid lunch per day, per work week, or at the Fire Chief's discretion four (4) ten (10) hour workdays with an additional unpaid lunch per day, per work week.**

The Fire Chief, or designee in his or her sole and exclusive discretion, will assign employees to work shift assignments or weekly assignments. The Fire Chief or

designee, in his or her sole and exclusive discretion, may change assignments. No changes in assignment (from shift to weekly or weekly to shift) will occur without a two (2) week notice from the Fire Chief or designee. The two (2) week notice may be mutually waived if agreed upon by both parties. Applicable leave will accrue at a pro rated value.

When an employee's assignment is changed from forty-eight (48) hour to forty (40) hour or from forty (40) hour to forty-eight (48) hour, the employee's base hourly rate of pay and sick and vacation leave accrual rates and accumulated leave balances will be converted to equivalent annualized values.

When an employee's assignment is changed from shift to weekly or from weekly to shift, the employee's base hourly rate of pay and sick and vacation leave accrual rates and accumulated leave balances will be converted to equivalent annualized values.

Newly Hired Probationary Firefighters:

C. The Town shall have the option of placing any and/or all newly hired probationary firefighters on a forty-eight (48) hour work week, not to include Sundays, for the purposes of training and orientation. ~~Said training and orientation will not exceed a total of sixty (60) days.~~

2. Kelly Days

~~A. In the event a scheduled Kelly day falls in the period of an individual's Vacation leave, the Kelly day will be credited during the employee's vacation leave period.~~

~~B. Kelly days shall be taken when earned.~~

C. Kelly days shall be bid by seniority from May 1st through May 31st (as defined in Article 17 of this agreement).

D. Kelly days shall be bid in every even numbered year, subsequent bids shall take effect October 1st of that year.

E. The maximum amount of bargaining unit employees per rank, per shift allowed to bid a Kelly day shall be governed by the following:

<u>Number in rank per shift</u> <u>per Kelly day*</u>	<u>Number allowed to bid</u>
1 - 7	1
8 - 14	2
15 - 21	3

The above chart shall continue proportionately

\* Two or more employees within the same rank may not bid the same Kelly day until such time as all remaining days of the week are equally filled.

3. Fire **Safety** Inspectors:

A. Fire **Safety** Inspectors shall be paid for 40 hours of work per week ~~for thirty-seven five (37.5) hours of actual work.~~ This shall consist of five consecutive eight and half (8.5) hour “workdays” per week including, ~~at the discretion of the Fire Chief or designee, employees may be eligible to take a one (1) hour paid lunch with no breaks or a one half hour paid lunch and two (2) fifteen (15) minute paid breaks~~ **an additional unpaid lunch** per day subject ~~to call.~~ At the Fire Chief or designee’s discretion, a four (4) ten (10) hour days per week schedule, **with an additional unpaid lunch per day subject to call may be scheduled.** ~~consisting of thirty-eight (38) hours of actual work, maybe assigned. Employees working this schedule may be eligible to take a one half hour paid lunch per day subject to call.~~ These schedules will result in a forty (40) hour paid work week. **The additional unpaid lunch shall be scheduled as determined by department policy.**

By definition, “workday” in general, means the period between the time, on any particular day, when such employee commences his/her “principal activity” and the time on that day at which he/she ceases such principal activity or activities (U.S. Department of Labor).

B. Fire **Safety** Inspectors ~~shall~~ may receive take home vehicles and be subject to call. The subject to call policy shall be contained in the department’s Rules and Regulations. All employees who are assigned vehicles including Fire **Safety** Inspectors ~~will~~ may be assigned take home vehicles based upon availability and only after successful completion of Field Training. Employee assigned take home vehicles shall only be authorized to utilize their vehicle within Broward County unless otherwise approved by the Fire Chief or designee. The take home vehicle program will be governed by the department’s rules and regulations/**policies**. Employees may become ineligible for the take home vehicle program as outlined in these rules and regulations/**policies**. The take home vehicle program may be amended by the Fire Chief or designee at his/her sole discretion.

- C. Inspectors will observe all holidays on which Town Hall is closed.
- D. The Fire Chief shall prescribe hours of duty for an employee temporarily assigned inspection duties.
- E. Employees that are required to be on call more than eight (8) weeks per year shall earn one (1) personal day per year. Employees that are required to be on call more than sixteen (16) weeks per year shall be granted two (2) personal days per year. **TA – with changes**

## ARTICLE 32

### OVERTIME

1. Hours worked in a pay period in excess of regularly scheduled ~~paid~~ ~~hours~~ hours shall be computed at the rate of one and one-half the employees earned rate of pay.
2. Employees who utilize sick leave during the same pay period as an overtime shift will not have those sick hours count towards the calculation of overtime; therefore, the overtime shift shall be paid as regular hours. When this occurs, employees may elect to be paid for the sick time or may choose not to utilize their sick hours since the total hours worked will equal regularly scheduled hours for that pay period.

TA – with changes

## **ARTICLE 33**

### **STAFFING**

1. The total number of bargaining unit fire-rescue personnel shall not fall below ninety-nine (99) personnel.

TA – no changes

## ARTICLE 34

### WORKING OUT-OF- CLASSIFICATION

1. Employees who are temporarily assigned to a higher classification will receive the starting pay for that classification, but in no event will be compensated at a rate of pay which is less than 5% above their current rate of pay.
2. Any person temporarily assigned to a lower paying classification shall receive his or her original rate of pay and shall not suffer any loss of pay as a result of such reassignment.
3. Employees will not be transferred to another shift, station, or classification without the prior approval of the **Fire** Chief **or designee**.
3. An employee who is permanently transferred from one shift to another will receive written notification of transfer no later than two (2) weeks prior to the effective date of transfer, except in emergencies declared by the Fire Chief or designee. The two (2) weeks notice may be mutually waived.

TA – with changes

## **ARTICLE 35**

### **CONTRACT SAVINGS CLAUSE**

If any provisions of this agreement, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this agreement shall remain in full force and effect. In the event of the foregoing, the parties, upon demand, agree to renegotiate a replacement provision and will sit to renegotiate said provision within fifteen (15) calendar days of the demand to renegotiate.

TA – no changes

## ARTICLE 36

### HOLIDAY PAY, SICK LEAVE AND VACATION LEAVE

#### 1. HOLIDAY PAY

Forty-eight (48) hour employees covered by this agreement shall be compensated with their base hourly rate of pay for twelve and one half (12.5) holidays per year as designated by the Town, excluding Quality Service Days, at a rate of twelve (12) hours of their base hourly rate of pay per holiday. Pay shall be paid to the employee on the pay date for the pay period in which the holiday falls.

Forty (40) hour employees shall observe the officially designated Town holidays.

#### 3. SICK LEAVE **(For employees hired prior to 10/1/08) Please see PTO section below for employees hired on or after 10/1/08**

A. Sick leave shall be granted ~~in eight (8), twelve (12) or twenty four (24) blocks~~ as provided in the Fire Department Rules and Regulations.

Upon the effective date of this Agreement, leave shall be accrued on the following schedule:

1. Forty-eight (48) hour employees shall accrue sick leave credits at the rate of 5.54 hours of sick leave biweekly (144 hours or 6 shifts per year).
2. Forty (40) hour employees shall accrue sick leave credits at the rate of 3.69 hours of sick leave biweekly or one [1] day per month.

#### B. Maximum Sick Leave Accumulation.

No Forty-eight (48) hour employees shall accumulate more than 768 hours (520 hours for forty [40] hour employees) of sick leave. Once a forty-eight (48) hour employee reaches 768 hours (520 hours for forty [40] hour employees) of sick leave, his/her accruals will cease until his/her sick leave falls below 768 hours (520 hours for forty [40] hour employees).

C. The request for and use of leave for sickness requires a telephonic message to the shift command one (1) hour prior to the beginning of the employee's work shift in accordance with the current department policy. Use of sick leave will be monitored administratively.



D. Sick Leave/Vacation Conversion: One time per fiscal year, forty-eight (48) hour employees who have a minimum of 216 hours of accrued sick leave and forty (40) hour employees who have a minimum of 72 hours of accrued sick leave may convert -two (2) days forty-eight (48) hours for shift employees and eight (8) hours for forty (40) hour employees] of accrued sick leave to vacation leave.

E. Forty-eight (48) hour employees may convert forty-eight (48) hours of sick time to Emergency Personal Leave within any twelve month period to be used for emergencies not covered by Sick Leave. Forty (40) hour employees may convert sixteen (16) hours of sick time to Emergency Personal Leave within any twelve month period to be used for emergencies not covered by Sick Leave. Forty-eight (48) hour employees must use Emergency Personal Leave in twenty-four (24) hour increments and forty (40) hour employees must use Emergency Personal Leave in eight (8) hour increments. Emergency Personal Leave may not be used on a holiday, on the three (3) calendar days prior to a holiday, or on the three (3) calendar days after a holiday. Emergency Personal Leave may not be used if the maximum allotted hours had been utilized by the employee in the previous twelve month period.

F. Six (6) hours of wellness leave will be provided to a forty-eight (48) hour bargaining unit member and two (2) hours of wellness leave will be provided to a forty (40) hour bargaining unit member who has not uses any unscheduled sick or emergency leave within the first six (6) months of the fiscal year. An additional eighteen (18) hours of wellness leave will be provided to the forty-eight (48) hour bargaining unit member or an additional six (6) hours of wellness leave will be provided to the forty (40) hour bargaining unit member if that employee has not uses any unscheduled sick or emergency leave within the second six (6) months of the fiscal year. Wellness leave must be used within twelve (12) months of the date in which it was earned.

4. VACATION LEAVE **(For employees hired prior to 10/1/08) Please see PTO section below for employees hired on or after 10/1/08**

A. Vacation leave shall be accrued on the following schedule:

1. For forty-eight (48) hour employees (upon the effective date of this Agreement), biweekly accruals will be as follows:

<u>Years of Service</u>	<u>Biweekly Accruals</u>
Less than 5 years	6.42 hours (168 hours per year or 7 shifts) (0-60 months)

Completion of 5 years	8.31 hours (216 hours per year or 9 shifts) (61-120 months)
Completion of 10 years	10.16 hours (264 hours per year or 11 shifts) (121 months or greater)

2. For forty (40) hour employees, (upon the effective date of this Agreement) biweekly accruals will be as follows:

<u>Years of Service</u>	<u>Biweekly Accruals</u>
Less than 5 years (0-60 -months)	3.08 hours (80 hours year or 10 working days)
Completion of 5 years (61-120 months)	4.62 hours (120 hours year or 15 working days)
Completion of 10 years (121 months and greater)	6.15 hours (160 hours year or 20 working days)

#### B. Maximum Vacation Leave Accumulation.

An employee may accumulate and carry over to the next fiscal year unused vacation time at the end of the town's fiscal year at an amount equal to ~~one~~ **(1) time 2 times** his/her annual rate of accrual. At the end of each fiscal year, any accrued vacation leave in excess of the above will be forfeited. ~~In the event that an employee has regularly exercised the option to convert 24 hours of vacation leave to pay monthly (8 hours monthly for 40 hour employees), and if the employee has repeatedly been denied vacation requests despite good faith efforts to utilize vacation leave, or if the Fire Chief or designee has rescinded a previously approved vacation request, the employee shall be compensated at the employee's base rate of pay for hours attributable to the above in excess of the employee's annual vacation accrual at the end of each fiscal year.~~

5. Approval of vacation leave for all employees shall be contingent upon a minimum of forty-eight hours advance written request and it is also contingent upon the Department's being able to meet all current Department policies regarding minimum manning requirements despite the employee's absence. All requests for forty-eight hour employees will be subject to a minimum block of twelve (12) hours and contingent upon the approval of the Fire Chief or

designee. The forty-eight (48) hour notice may be waived by the Fire Chief or designee.

6. Vacation leave selection and its approval shall be determined by time in rank seniority. The total number of personnel, performing bargaining unit positions, permitted time-off per shift (inclusive of Kelly Days) at any one time shall be based on rank as follows:

<u>Total number of personnel in rank per shift permitted off</u>	<u>Total personnel</u>
1 - 7	
2	
8 - 14	
3	
15 - 21	
4	

The above chart shall continue proportionately

Employees performing administrative assignments and/or positions shall not be counted against shift personnel allowed off.

The Chief, in his sole and exclusive discretion, may permit more than the maximum number of Firefighters to be absent provided that:

1. Less than the maximum number of Driver Engineers, Lieutenants, or Captains are absent;
2. There is sufficient personnel available;
3. There will be no additional cost to the Town.

7. The total number of personnel permitted off per shift shall be as follows:

<u>Total number of personnel per shift permitted off</u>	<u>Total personnel</u>
16-20	
4	
21-25	
5	
26-30	
6	
31-35	
7	
36-40	
8	

The above chart shall continue proportionately

Employees performing administrative assignments and/or positions shall not be counted against shift personnel allowed off.

However, the Department may limit the number of personnel permitted to be off work below the above-levels in order to ensure compliance with Departmental minimum staffing levels. Minimum staffing levels will be established and implemented by the Fire Chief in his sole and exclusive discretion and may be changed from time-to-time. The Fire Chief will provide all members an opportunity to utilize all earned annual vacation time in accordance with departmental procedures.

8. Total number of personnel permitted off will include sick leave after one shift, worker's compensation leave, paid/unpaid leave of absence (including suspension), Kelly Days, "time pool" leave, and union time pool usage.
9. Forty-eight (48) hour employees may elect to convert twenty-four (24) hours of sick or vacation leave per month to pay. Forty (40) hour employees may elect to convert eight (8) hours of sick or vacation leave per month to pay. This election must be made on a quarterly basis. The conversion will be paid monthly on the first pay period following the end of each month in the quarter. The maximum pay-out for converted leave shall not exceed 288 hours annually for forty-eight (48) hour employees and 96 hours annually for forty (40) hour employees.
10. Leave accrual information will be provided to each employee for his individual accumulations on his/her paycheck stub.
11. Upon a forty-eight hour (48) employee's separation from the Town, up to 264 hours (160 hours for a forty [40] hour employee) of accumulated vacation leave **will be paid out at 100%.** ~~Additionally,~~ up to 744 hours (520 hours for a forty [40] hour employee) of accumulated sick leave will be paid to the employee at 100% of their base hourly rate of pay upon separation. All earned vacation and sick leave of employees who die, while in the employ of the town, shall be paid to estate of said individual **at 100%.**
12. Time Pool

A. The Town agrees that the unit employees may establish a “time pool” to be administered by and for the members of the bargaining unit and this “time pool” shall be administered within the following guidelines:

1. Membership in the Time Pool is voluntary on an individual basis and is available to all bargaining unit members.
2. (a) Three (3) members of the bargaining unit will comprise the Time Pool committee.
  - (1) Two (2) members will be elected at large by the members of the bank.
  - (2) One (1) member will be appointed by the Executive Board of the Union.
- (b) All members of the Committee must be members of the Time Pool.
- (c) The elected representatives will be elected by the membership once a year. The appointed member will be selected by the Union Executive Board on the same yearly basis.
- (d) In the event an elected member withdraws from the Committee, the post will be filled by the action of the remaining Committee members for the duration of the term of office. Should any representative appointed by the Union Executive Board withdraw from the Committee, the vacancy will be filled by another representative appointed by the Union Executive Board.
- (e) The representative appointed by the Union Executive Board shall be designated as chairperson.
3. Requirements for eligibility in the Time Pool are:
  - (a) Bargaining unit employee.
  - (b) The employee must have worked a minimum of 240 hours (40 hour employee, 200 hours) prior to membership in the bank.
    - (1) Each participating member shall allocate twenty-four (24) hours (40 hour employee, 20 hours) to

be deducted from their personal vacation and/or sick leave account.

- (2) When the reserve in the Time Pool has been reduced to 120 hours, each member wishing to remain in the pool must allocate an additional twenty-four (24) hours (40 hour employees, 20 hours) of leave hours in writing through the committee.
  - (3) An employee who has been eligible for the Time Pool, but had previously not participated or dropped out of the Time Pool, must contribute not only the current assessments but also all previous assessments. These back assessments will be based upon the employee's date of hire or the date upon which s/he dropped his/her membership from the pool.
4. The office of the Department of Finance and the Committee shall maintain records of contributions and withdrawals from the Time Pool. All authorizations to contribute and withdraw time must be in writing and signed by the individual member **and forwarded to the Fire Chief or designee for approval and processing.** Allocated time will be recorded by the Town as dollar value in and dollar value out. Value of the time pool will be initially established as of May 01, 2003. The value of each contribution thereafter shall be determined by the employee's current rate of pay at the time of each assessment. There will be no cost to the Town for leave bank utilization. However, the Town will not charge the bank time and a half to cover overtime. Under normal circumstances bank utilization will include reasonable notice.
5. When an assessment is authorized, the assessment shall be deducted from the individual's accrued leave.
6. Conditions for Pool Time use:
  - (a) To be eligible to receive time from the Time Pool, an employee must be a member of the Time Pool prior to acquiring any illness, injury, or disability which might be eligible for Time pool withdrawal.
  - (b) A member must utilize **their own sick leave balance and a combined total of at least 240 hours (vacation & sick)** (40 hour employee, 200 hours) of his/her leave before being eligible to receive time from the Time Pool.

- (c) Should a member acquire an illness, injury, or disability while on leave, the remainder of the leave plus 240 hours (40 hour employee, 200 hours) must be used before applying to the Time Pool.
- (d) Application for a Time Pool withdrawal must be submitted in memorandum form to the committee and shall provide the following information:
  - (1) Name of applicant to receive time.
  - (2) Date illness, injury, or disability began and nature thereof.
  - (3) A physician's statement describing illness, injury, or disability and estimated length of time until return to duty. The committee shall have the right to request the applicant to select another physician from a list of five (5) physicians chosen by the Committee and have that physician review the initial statement and examine the applicant. The applicant will then provide the Committee with a statement from the chosen physician describing the illness, injury, or disability and estimated length of time until return to duty. The additional exam will be at the applicant's expense.
- (e) A member will be granted up to a maximum of 240 hours (40 hour employee, 200 hours) initially and may be granted additional increments of up to 240 hours (40 hour employee, 200 hours) as necessary for the same illness, injury or disability **with the approval of the Fire Chief or designee.**
- (f) Leave time may be granted for illnesses, injuries, or disabilities directly suffered by members of the Time Pool and shall not be granted for members to care for relatives or dependents.
- (g) The use of Committee authorized Time Pool by an individual shall require compliance with department rules relating to use of leave (i.e., notice, approval to be absent, etc.) prior to the individual being absent from scheduled duty.

- (h) An employee who has been requested to return to light duty and who has been determined to be able to perform light duty, but has refused to return to work, will not be eligible for leave time pool.
- (i) A member will be granted a maximum of 576 hours (40 hour employees, 480 hours) per illness, injury or disability.
- 7. Two (2) members of the Committee shall constitute a quorum for rulings. Should the vote be tied (i.e., one to one), the third member will be contacted for his/her vote. Once the tie is broken, the ruling is made in accordance with the majority vote. In the event no agreement can be reached by the Committee, the matter shall be presented to the membership for a secret ballot vote, in which case a simple majority of those members voting shall determine the issue which decision shall be final.
- 8. Meetings are to be held at the call of the chairperson at a location to be specified by the chairperson.
- 9. A committee shall be nominated by the bank members to conduct elections for the leave bank representatives and to certify the results of said election.
- 10. Dissolution of Time Pool:  
In the event the Time Pool is dissolved, by mutual consent of the Town and Union, the unused credit remaining in the fund shall be dispersed at the discretion and direction of the Time Pool Committee and no claim may be processed against the Town by current or former employees. The Union will hold the Town harmless against any claims made against the Town on account of Time Pool functions. Denial by the Committee for Time Pool usage for leave pursuant to this Article shall not be grievable.

### 13. Annual Vacation Leave

- (a) Annual vacation leave will run from October 1st of each year to September 30th of the following year. Selection of annual vacation leave will be July 1st through July 31st of each year and shall be selected by seniority. Posting will be done on or before August 20th of each year. Limitations on first selection, by seniority, will be the following maximums:

Years of Service

Maximum Leave  
Shifts as First Choice



Less than 5 years	7
Completion of 5 years	9
Completion of 10 years	12

- (b) The bidding for and awarding of annual vacation leave shall be based on Departmental seniority.
- (c) New probationary employee will not be permitted to bid annual vacation leave which will fall within their probationary period.
- (d) Employees on an authorized absence during the annual vacation leave bid period may:
  - (1) Bid their annual vacation leave selections prior to the beginning of their authorized absence.
  - (2) Send their annual vacation leave bid selections by certified mail during the annual vacation leave bid period.
- (e) The calendar for regular vacation leave will open on August 20th of each year.

**14. Paid Time Off (PTO) (Applies to all employees hired on or after 10/1/08)**

**1. Eligibility for PTO**

- a. Bargaining unit employees hired on or after October 1, 2008 will be allowed to earn and accrue paid time off.**
- b. Temporary and seasonal employees will not be eligible for PTO.**
- c. Part-time employees will be allowed to earn PTO in relation to the number of hours worked per week.**
- d. New employees who have not completed their initial six (6) months of employment will earn and accrue Paid Time Off in accordance with this article, but will not be eligible to use accumulated leave until their 6 month initial employment period is satisfactorily completed, unless otherwise approved by the Fire Chief, Human Resources Director or provisions within this policy.**

e. Promoted, demoted or transferred employees will retain all PTO privileges and accrued balances in prior position and/or department.

f. Accrual Rate of PTO

i. Regular full-time employees will earn and accrue PTO immediately upon employment as follows:

	<u>40 hours per week*</u>		<u>48 hours per week*</u>	
<u>Continuous Employment</u>	<u>Biweekly Accrual</u>	<u>Annual Amount</u>	<u>Biweekly Accrual</u>	<u>Annual Amount</u>
<u>Less than 5 years</u>	<u>5.54</u>	<u>144</u>	<u>7.54</u>	<u>240</u>
<u>Completion of 5 years</u>	<u>7.38</u>	<u>192</u>	<u>9.38</u>	<u>264</u>
<u>Completion of 10 years</u>	<u>8.31</u>	<u>216</u>	<u>9.62</u>	<u>288</u>
<u>Completion of 15 years</u>	<u>9.23</u>	<u>240</u>	<u>11.08</u>	<u>312</u>
<u>*Leave accrual hourly factor will be applied only to regular work hours, not in excess of 40 hours per week for 40 hour-a-week employees and 48 hours per week for 48 hour-a-week employees. At no time will the hourly accrual factor be applied to earned overtime hours.</u>				

ii. When employee has had a break in employment, Paid Time Off accrual will be handled as outlined in the Reinstatement Policy.

iii. Paid Time Off will not be earned by an employee during an unpaid leave of absence or when an employee has been placed in a non-pay status,( i.e., suspension)

## 2. Use of PTO Hours

Paid Time Off (PTO) is an employee benefit which combines traditional vacation and sick leave programs into one plan with two components. This type of program provides both employees and the Town a flexible method of scheduling time off with pay. Because of this, PTO time may be used at the employee's discretion, provided that approvals are obtained for this leave as stated in this policy. Since PTO hours will replace traditional sick and vacation time, access is unrestricted

provided the employee has been employed for 180 consecutive days and has supervisor approval. Employees may be granted up to two (2) days of PTO use after 90 days of employment for their own personal illness with the approval of their Department Director. Any additional PTO usage prior to six (6) months of employment will require approval by the Department Director and Director of Human Resources. PTO may be used for items including, but not limited to:

- a. Vacation
- b. Sick Leave
- c. Absence for transaction of personal business which can not be conducted during off-duty hours.
- d. Religious holidays other than those designated by the Town of Davie.
- e. Supplement income for time loss due to work related personal illness, injury, or disability where statutory workers' compensation payments are being received. In no instance shall this combination exceed one hundred percent (100%) of the employee's regular base rate.
- f. Maternity or paternity leave purposes.
- g. Supplement income for time loss due to disability not work related, where employee is receiving disability insurance benefits/payments. In no instance shall this combination exceed one hundred percent (100%) of the employee's regular rate of pay.
- h. Absences from work not covered by other types of leave provisions established by the Town of Davies' policies.

### 3. Request for Paid Time Off

- a. Requests for PTO leave should be submitted in writing on the "Leave Request Form" by employees to department manager, via the employee's direct supervisor for approval, at least one (1) week prior to requested leave when possible.
- b. Departments may establish a departmental policy for operational needs which may be more restrictive or provide exceptions to the one (1) week requirement.

- c. Paid Time Off requests will be granted at the sole discretion of the Department Director or designee; however, every effort will be made to accommodate employees. Employees are responsible for maintaining a sufficient balance of PTO to cover vacations, illness, etc. If an adequate balance of PTO is not available to cover the employee's requested time off, the employee's request for time off may be denied.
- d. When PTO leave is being used for an employee's own personal illness, or the illness of a family member, employees shall notify their immediate supervisor or department manager as soon as the employee knows that they will be unable to work. Notice must be given no later than the first day of absence and preferably before the starting time for employee's scheduled shift. Employees failing to notify and report to the department within three (3) consecutive work days will be considered as having resigned (quit without notice) and employment will be terminated. Any absence not properly reported by employee, less than three (3) consecutive work days can be grounds for disciplinary action, in accordance with policy.
- e. A doctor's statement as proof of illness may be required by a department manager if leave extends beyond three (3) consecutive work days or at any other time that a department manager has reason to believe that the employee is abusing Paid Time Off. A false claim of illness, injury, or disability will be cause for dismissal.
- f. Paid Time Off may be used only as accrued, and will not be allowed in advance of leave being earned or accrued.
- g. Paid Time Off will be charged at a minimum of one-half (1/2) hour.

#### 4. Abuse of Paid Time Off Leave

- a. Excessive unscheduled use of Paid Time Off will be grounds for disciplinary action. When an employee's absences are such that the Town has reasonable grounds to believe that an abuse exists, the employee will be notified in writing, by their department manager, of the suspected abuse, and thereafter may be required, regardless of the duration of the absence, to submit a satisfactory doctor's certificate or affidavit indicating the specific nature of the disability and its duration to the employee's department manager before such absence may be charged against the employee's accumulated PTO balance. Reasonable grounds of abuse include a pattern of numerous one-day absences throughout the year, particularly if leave is always taken on Mondays or Fridays; frequency of absences; low/zero accumulated PTO balance; and

other patterns of abuse.

- b. Further disciplinary action, up to and including termination, may be taken by the department manager when an employee's attendance continues to be unsatisfactory.
- c. Abuses in leave will be included on the employee's annual performance evaluation.

5. Carry-Over and Cash Payment of Paid Time Off

- a. It is the intent of this policy that all employees take their Paid Time Off annually for the period in which it has been earned.
- b.
- c. The maximum amount of Paid Time Off which can be carried forward from one (1) fiscal year (ending September 30th of each year) to the next is as follows; however, no employee, regardless of length of service or number of scheduled hours may cash out more than 600 hours upon a resignation from employment or more than 800 hours upon retirement of employment. (This includes leave used during the last 30 days, or at any time, to prolong a retirement/termination date).

<u>YEARS OF CONTINUOUS EMPLOYMENT</u>	<u>TOTAL HOURS 40 HR</u>	<u>TOTAL HOURS 48 HR</u>
<u>Less than 5 years employment</u>	<u>300</u>	<u>360</u>
<u>Completion of 5 years</u>	<u>420</u>	<u>480</u>
<u>Completion of 10 years</u>	<u>600</u>	<u>660</u>
<u>Completion of 15 years</u>	<u>800</u>	<u>860</u>

- d. An employee may request cash payment for portions of accrued PTO once annually from the Town in accordance with the provisions of this policy.
- e. Employees with a PTO balance over 160 hours will be eligible to receive sixty percent (60%) reimbursement of accrued PTO over the 160 hours, up to 80 hours annually, at their rate of pay at the time of the cash-out. Compensation shall be contingent upon budgetary restrictions and may be terminated by the Town Administrator through the budget process.

- f. Prior to October 1<sup>st</sup>, each qualified employee must request reimbursement in writing on the “PTO reimbursement form” to the Human Resources Department for annual reimbursement. This form must be certified and approved by the Department Director. The Human Resources Department will provide further approval. Employees approved for reimbursement will receive the additional compensation prior to the first full payroll in October.

6. Payment of Unused Paid Time Off

- a. Employees who voluntarily resign or are separated from employment in good standing will receive payment for 80% of their accrued and unused Paid Time Off at the time of separation. Employees who are eligible for and retire from the Town of Davie will receive 100% of their accrued and unused Paid Time Off at the time of their retirement. (For employees in the DROP program, please see additional provisions listed in the DROP policy). Employees dismissed for misconduct will not receive the accrued time, unless specifically recommended by the department manager and approved by the Director of Human Resources.
- b. Employees placed on layoff status will receive 100% pay for accrued Paid Time Off up to time of the layoff.
- c. New employees who have not completed their initial twelve (12) month probationary period will not be eligible for payment of leave, upon separation.

7. Right to Contribute Paid Time Off Hours

- a. In the event that an employee’s own illness or physical incapacity should continue beyond a point where his/her Paid Time Off has been exhausted, or short/long term disability does not apply, other employees may contribute accumulated PTO to said employee with the appropriate approvals.
- b. Employee contributions must be done in multiples of at least (8) hours per employee. The donation of time must be completed on the appropriate donation of time form and approved by both the Department Director and the Human Resources Director or designee.

TA – with changes

## **ARTICLE 37**

### **FMLA/ LEAVES OF ABSENCE**

#### **(FMLA) - FAMILY & MEDICAL LEAVE ACT/PERSONAL LEAVE OF ABSENCE**

**16.14** An employee who has worked with The Town of Davie at least twelve (12) months and who has worked at least 1250 hours in the last twelve (12) months prior to the beginning date of leave may be entitled to twelve (12) work weeks of paid/unpaid leave in any rolling twelve (12) month period under the provisions of the FMLA of 1993.

#### **Personal Leave**

##### **16.15**

Employees having satisfactorily completed their initial six (6) month probationary period may be granted up to six (6) months of personal leave without pay with approval of their Department Director and the Town Administrator or designee.

Personal leave is intended to be used for health, education, pregnancy or extenuating and/or extraordinary personal reasons.

##### **16.16 FMLA**

- 1.** An employee who takes an extended leave for any FMLA qualifying reason may be deemed by the Town of Davie to be on FMLA for the purpose of calculating time using the rolling twelve (12) months. Failure to complete FMLA paperwork or to receive official notification of leave approval will not automatically disqualify an employee's leave from being considered FMLA. FMLA will also run concurrent to workers' compensation leave when an employee is out for a work related illness or injury.
- 2.** Request for FMLA
  - a.** Request for FMLA, paid or unpaid, shall be submitted in writing on the "Leave Request Form" to the employee's Department Director and must be approved by the Human Resources Director.
  - b.** Documentation qualifying the FMLA leave must be



submitted to the Human Resources Department so that approval may be granted. In the case of an employee's own personal illness or injury, the FMLA physician's certification form must be filled out by the employee's treating physician.

2. Employees must use up all of their sick leave, vacation leave, and any other applicable Town leave during the course of the FMLA. When the duration of the leave is known, with approval of the H.R. Director, vacation, sick time, and other leave may be stretched out over the course of the entire leave in order to cover insurance benefit premiums during the twelve (12) weeks of FMLA. Use of the paid leave (i.e. sick, vacation, etc.) will apply toward the twelve (12) week entitlement and is not in addition to this entitlement.
3. Leave may be requested on an intermittent basis or on a reduced work week schedule if medically necessary. The employee must provide medical certification within fifteen (15) days of the date requested. The employee must attempt to schedule their intermittent or reduced leave so as not to disrupt the organization's operations. The employee may be required to transfer temporarily to a position with equal pay and benefits that better accommodates recurring periods of leave or a reduced work schedule.
4. Upon returning from FMLA the employee is entitled to return to the same position held when the leave began or to a similar position with equivalent benefits and pay, unless the position would have been eliminated had the employee not been on leave. In such circumstances, the employee may apply for any other vacant position for which they are qualified. Should the leave continue beyond the twelve (12) workweek period, reinstatement rights are at the discretion of the Town of Davie.
5. An employee granted FMLA will continue to be covered under the Town's insurance plans under the same conditions and coverage as would have been provided if the employee had been actively employed during the leave period. An employee is not entitled to leave accruals during the period of unpaid leave. The employee will have the option of continuing health care coverage by paying for all or part of health insurance premiums for any period beyond the initial twelve (12) weeks, if granted.
6. An employee who fails to return to work on the date specified

on the leave request form without receiving an extension in advance is subject to disciplinary action up to and including termination. Employees who do not return from FMLA leave may be required to reimburse The Town of Davie for any health insurance payments made on their behalf during the duration of the leave, unless the employee is physically unable to return to work.

## **8. Personal Leave**

### **1. Eligibility for Personal Leave**

- a. Regular employees, having satisfactorily completed the initial twelve (12) month probationary period, may be granted personal leave without pay.**
- b. Personal leave may be granted for a period not exceeding six (6) months, provided that the department manager deems such leave to be justified and not detrimental to the operations of the department.**
- c. Personal leave, if approved, will run concurrent to any approved FMLA and the total leave shall not exceed six (6) months. In exceptional cases, leave may be extended, upon approval by the department director and the Director of Human Resources.**
- d. Personal leave is intended to be used for health, education, pregnancy or extenuating and/or extraordinary personal reasons.**

### **2. Request for Personal Leave**

- a. Request for personal leave, without pay, shall be submitted in writing on the "Leave Request Form" to the employee's Department Director and approved by the Director of Human Resources.**
- b. Prior to requesting personal leave for medical reasons, the employee must utilize any/all accrued sick leave, vacation leave or any other applicable leave.**

### **3. Benefits while on Personal Leave**

- a. Group life, health, and dental insurance coverage, for both the employee and dependents, may be continued while on**

**approved personal leave, provided that premiums for coverage (both employee and dependents) are paid and kept current by the employee. Employees may have the right to continue these insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986. Retention of insurance benefits must be made by the employee, through the Human Resources Department.**

- b. Employees will not receive holiday pay, or earn any accrued leave or pension benefits while on personal leave without pay. In addition, the employee's anniversary date shall be adjusted to account for the duration of the leave.**

#### **4. Return to Regular Employment**

- a. An employee's position will be held only as set forth in the provisions of the FMLA for the first twelve (12) weeks of leave, if the employee qualifies for such leave. Employee's not granted FMLA, or whose FMLA time has expired, will no longer be guaranteed their position, but may return at the sole discretion of the Department Director if a job is still available.**
- b. Employee's granted personal leave shall contact their supervisor or department manager two (2) weeks prior to expiration of granted personal leave in order to facilitate the reinstatement process.**
- c. Employees that do not contact their supervisor or department manager and do not return to work upon expiration of granted personal leave will be considered absent without leave. Absence without leave for three (3) consecutive workdays is considered that the employee has resigned and will be handled as such. Absence without leave for less than three (3) days can be grounds for disciplinary action, in accordance with Town policy.**
- d. The Town will make a reasonable effort to return the employee to their former position or a similar position in the same classification in another department, if possible. If no opening exists, the employee may apply for any open posted positions that become available or for which they are qualified.**

5. No leave of absence without pay will be granted to permit an employee to work at another job or conduct a business.

## 9. Maternity Leave

When a fire department member becomes pregnant and reaches their second trimester, they may request a non hazardous re-assignment. The Town of Davie will make every reasonable attempt to provide a light duty capacity position. Only in the case where it has a significant operational impact as determined by the Town, shall the light duty re-assignment be denied. A member that is eligible for FMLA may request a leave of absence during pregnancy or after delivery. Leave time taken shall be agreed upon by the Fire Department and the member requesting , i.e. vacation, sick or leave without pay. While on leave, the pregnant member will retain active status. All of the members rights and privileges will be protected in accordance with the Family and Medical Leave Act. All members shall provide a written release from attending physician stating that she is physically able to return to work.

Local 2315 members may request paternity leave in accordance with FMLA. All reasonable requests shall be accommodated. Leave may include sick, vacation, or leave without pay.

TA – with changes

## ARTICLE 38

### LONGEVITY

1. ~~Each December the Town will pay to each employee hired prior to April 1, 1982, the following longevity payment which shall be based upon the employee's continuous service as of the immediately preceding September 30th:~~

<u>Length of Service</u>	<u>Longevity</u>
<u>Payment</u>	
36 – 71 months	\$ 1,000
72 – 119 months	1,500
120 or more months <del>180 months</del>	2,000
<del>181 or more months</del>	<del>2,500</del>

2. ~~For employees hired on April 1, 1982, or thereafter, the following longevity payments shall be paid:~~

<u>Length of Service</u>	<u>Longevity</u>
<u>Payment</u>	
36 – 71 months	\$ 500
72 – 119 months	1,000

<del>120 - 180 months</del>	<del>1,500</del>
<del>181 or more months</del> <u>239 months</u>	<del>2,000</del>
<u>240 or more months</u>	<u>2,500</u>

3. For employees hired on October 1, 1982, or thereafter, the following longevity payments shall be paid:

<u>Length of Service</u>	<u>Longevity</u>
<u>Payment</u>	
72 - 119 months	\$ 1,000
120 - 180 months	1,500
181 or more months	2,000

TA

## **ARTICLE 39**

### **STRIKES, LOCKOUTS**

1. The Union will not participate in a strike against the Town nor will the Union instigate or support a strike.
2. The Town shall not authorize, initiate, or support a lockout.

TA – no changes

## **ARTICLE 40**

### **LABOR MANAGEMENT-COMMITTEE**

1. A Labor Management committee to focus on productivity and related Fire Department problems will meet with the Fire Chief or designee at least quarterly to discuss areas of mutual concern. Composition of the Committee will be agreed upon by both the Fire Chief or designee and Union.

TA – no changes

## **ARTICLE 41**

### **REOPENER CLAUSE**

1. By mutual consent this contract may be reopened with thirty (30) days notice to discuss specific issues, which will be agreed upon mutually by both parties prior to commencement of negotiation.

TA – no changes

## **ARTICLE 42**

### **MILITARY LEAVE**

1. Military leave shall be granted in accordance to Federal and State laws. ~~In all cases a work day shall be interpreted to be a fire department shift.~~

TA – with changes

## **ARTICLE 43**

### **HOLDOVER**

1. Employees required to begin work before their scheduled shift or to remain on duty beyond their regular tour of duty shall be paid at the rate of time and one half for actual time worked, with a guaranteed minimum of thirty (30) minutes at the applicable overtime rate.

TA – no change

## **ARTICLE 44**

### **PERSONAL LIABILITY PROTECTION**

1. Where the Town may legally do so, the Town shall furnish to members covered by this Agreement liability insurance and/or benefit of legal defense in accordance with Florida State Statutes.

TA – no change

## **ARTICLE 45**

### **CREATION OF NEW POSITIONS**

1. In the event a new classification position is created and added to the bargaining unit by PERC, the Town and the Union will meet and negotiate for the wages, hours, and terms and conditions of employment for said new position.

TA – no change

## ARTICLE 46

### WAGES

1. **COLA increases for each year of the contract are as follows:**

1. **All increases will become effective on the first day of the full pay period after the date listed below:**

**1<sup>st</sup> Full pay after Council Approval - 2½% COLA increase**

**\*\*\* to be brought to council for consideration**

**October 1, 2009 - 2½% COLA increase**

**October 1, 2010 - 2½% COLA increase**

**In addition, The Town agrees to keep the current step plan in place for all employees for the duration of this agreement. A copy of the step plan is attached as Exhibit A to this contract. The Town agrees to raise the steps the amount of the cost of living increase as listed above.**

**TA**

## ARTICLE 47

### PAYROLL ERRORS

1. Any error in an employee's payroll check of ~~\$100.00~~ **\$250.00** or more shall be brought to the attention of the Fire Chief or his designee. If the error is not due to the negligence of the employee, the Town shall issue a check to the employee for the amount in error within three (3) working days after the proper notification is made by the employee. At the employee's option, this correction may be made on the following payroll check. Any errors amounting to less than ~~\$100.00~~ **\$250.00** shall be corrected on the following payroll check.

TA – with change

## ARTICLE 48

### PRIVATE DUTY DETAIL

Any employee member who may be injured while on an assigned private duty detail shall be entitled to the same rights, privileges, and benefits as if he were injured while performing his duties for the Town of Davie, provided the Davie Fire Department has made the assignment.



Employee(s) assigned to private duty details shall be compensated at the rate of one and one half (1.5) times the hourly rate of pay for a topped out Firefighter at the salary grade maximum with a minimum of three (3) hours.

All details that extend past 12 midnight shall be compensated at an increased rate of an extra \$2.50 per hour for each hour after midnight, or any part thereof.

TA – no changes

## ARTICLE 49

### DRUG-FREE AND ALCOHOL-FREE WORKPLACE POLICY

1. The Town and the Union recognize that employee substance and alcohol abuse is a serious problem and has an adverse impact on Town government, the image of Town employees, the general health, welfare, and safety of Town employees, and the general public at large. Accordingly, the Town and the Union agree to the following drug-free and alcohol-free workplace policy that meets the Federal Drug Free workplace Act and the Florida Drug-Free Workplace program. All current and future applicants and employees are covered by this policy and, as a condition of employment, are required to abide by the terms of this policy. Random testing may be conducted pursuant to the Florida Drug-Free Workplace program. Because of state or federal laws and regulations, certain employees may be subject to additional requirements.
2. Unlawful manufacture, distribution, dispensation, selling or attempting to sell, purchase, possession or use of any controlled substances is prohibited both on duty and while off duty. Controlled substances include, but are not limited to amphetamines, barbiturates, cocaine, heroin, morphine, PCP, marijuana, hashish, and any other controlled substance listed in Schedules I through V of Section 202 of the Controlled Substance Act, 21 U.S.C. 812. Possession of unauthorized drug paraphernalia while on Town property is also prohibited.
3. While the Town understands employees and applicants under a physician's care may be required to use prescription drugs, use of said drugs that is not in accordance with the prescription and/or manufacturer's recommendations or any other abuse of prescribed medications will be dealt with on a case by case basis.
4. When employees have reason to know that the use of a particular medication may limit or impair their ability to perform their job -- e.g., based upon a doctor's advice or a warning label on prescription medication -- they should so notify their supervisor.
5. All employees are prohibited from using, possessing, distributing, dispensing, manufacturing, or purchasing alcohol while on duty, while on Town property, or on any work site. Consumption of alcoholic beverage(s) while on duty, including lunch and break periods, is strictly prohibited. Employees are also prohibited from using or abusing alcohol off duty to the extent that such use or abuse tends to have an adverse effect on job performance or otherwise have an adverse affect on the Town's image or relationship with other employees or the public. Further, possession of alcoholic beverage(s) on Town property (inside lockers, in Town vehicles,

etc.) is prohibited. This would exclude off-duty Town sponsored events such as picnics or Town parties and other exceptional circumstances (approved in advance in writing by the Town Administrator or designee), such as paramedics who possess alcohol for legitimate use. However, this does not relieve the employee from the responsibility of using moderation and judgment in the use of alcohol at all times.

6. Being under the influence of alcohol and/or drugs while on duty, including lunch and break periods, is prohibited. "Under the influence" shall mean use or abuse of those amounts of drugs, alcohol, or controlled substances which test at levels which meet or exceed those set forth in Section 12 of this Article or for those substances when no level is established in Section 12, which meet or exceed applicable federal or state limits.
7. No member of the bargaining unit shall be subject to random testing for drug, alcohol, or illegal substances unless the Town is required to perform random testing by state or federal law and/or federal regulations, or pursuant to follow-up testing as a part of rehabilitation. The Town shall require an employee to submit to drug and/or alcohol testing whenever it has reasonable suspicion that an employee is in violation of this policy. Random testing may be conducted, if provided for by collective bargaining agreement or in order to comply with a federal or state law or regulation.
8. For the purposes of reasonable suspicion drug/alcohol testing, "reasonable suspicion" includes, but is not limited to, the following:
  - A. Observable phenomena while at work, such as direct observation of drug use of the physical symptoms or manifestations of being under the influence of a drug, controlled substance or alcohol;
  - B. Abnormal conduct or erratic behavior while at work or a general deterioration in work performance;
  - C. A report of an employee using drugs, controlled substances or alcohol, provided by a reliable and credible source;
  - D. Evidence that an individual has tampered with a test administered under this Article during his employment with the Town;
  - E. Evidence that an employee has, during his employment, violated the provisions of section 2, above.
  - F. If there is a discrepancy with the medication/narcotic inventory (i.e. lost, missing or a vial/carpulet is tampered with) that occurs on an employees shift**

It is agreed that at least two (2) supervisors must agree that there is reasonable suspicion to require an employee to submit to testing under this Article. The employee will be ordered to submit to the drug and/or alcohol test by the Fire Chief or designee. The supervisors who confirm that there is reasonable suspicion to require an employee to submit to testing will reduce to writing the basis for their determination(s) by the end of their shift.

9. Any employee who tests positive for alcohol and/or controlled substances, or who refuses to submit to testing, refuses to sign a consent form, fails to appear for testing, fails to cooperate and/or successfully complete rehabilitation programs and any required after-care programs, or tampers with the test specimen may be subject to disciplinary action, up to and including termination.
10. Testing for drugs or illegal substances shall be done through a blood and/or urine analysis, intoxalysis, hair analysis, or other state or federally approved testing method. Testing for alcohol will be done through a blood analysis or through an intoxalyzer. Blood samples shall be taken to test for alcohol and/or drugs or other substances where it is generally accepted by medical and/or toxicological experts that testing for such substance is insufficiently accurate through urine samples or where testing of the substances through blood samples provides substantially greater accuracy. Urine samples shall be collected under supervision of the medical laboratory personnel in the following manner:
  - A. Urine sample collection will be unwitnessed unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided.
  - B. Employees may inspect the container to be utilized for collection of the urine sample and may request a substitute container.
  - C. Employees may observe the labeling, sealing, and packaging for routing of their urine samples by laboratory personnel.
  - D. The laboratory shall maintain a record of the "chain of custody" or urine specimens.

In the event a urine specimen is tested as positive under the drug testing screen, as specified below, a portion of that sample shall be subjected to gas chromatography/mass spectrophotometry [GC/MS] testing. If the GC/MS confirmation test also is positive, the employee may request a portion of the urine sample to be supplied to a qualified laboratory for independent analysis, the cost of which will be paid by the employee.

11. Drugs, their metabolites, alcohol and other substances for which the Town will screen an employee's urine and/or blood sample include, but are not limited to the following: alcohol, amphetamines, barbiturates, benzodiazepines, cocaine metabolites (benzoylecgonine), marijuana metabolites (delta-9-tetrahydro- cannabinol-9- carboxylic acid), methaqualone, methadone, opiates, and phencyclidine, and propoxyphene. All testing shall be done by a state or federally approved laboratory with expertise in toxicology testing and methodology. All positive test results shall be evaluated by a certified toxicologist. All samples which test positive on a screening test shall be confirmed by gas chromatography/mass spectrophotometry [GC/MS]. Employees shall be required to document their legal drug and/or substance use, as required by the laboratory. Test results shall be treated with the same confidentiality as other medical records (except that they may be released to the Town, the Union [if applicable], in any proceedings held regarding any disciplinary action on account of a positive drug test result, and to any governmental agency).

The standards to be used for employee drug testing are as follows:

Drug Testing Standards

<u>Drug/Metabolite Test</u>	<u>Screening Test</u>	<u>Confirmation</u>
Amphetamines	1000 NG/ML	500 NG/ML
Barbiturates	300 NG/ML	150 NG/ML
Benzodiazepines	300 NG/ML	150 NG/ML
Cocaine	300 NG/ML	150 NG/ML
Marijuana	100 NG/ML	15 NG/ML
Methaqualone	300 NG/ML	150 NG/ML
Opiates	300 NG/ML	300 NG/ML
Phencyclidine	25 NG/ML	25 NG/ML
Propoxyphene	300 NG/ML	150 NG/ML
Methadone	300 NG/ML	150 NG/ML

An employee will be considered to test positive for alcohol at the level equal to or exceeding 0.04g%.

Other drugs and substances listed in Schedule I through V of Section 202 of the Controlled Substance Act, 21 U.S.C. 812 may be tested for the Town. In any event, they will be tested according to the levels contained in state statutes or regulations, and, if none exist, at levels according to generally accepted toxicology standards.

12. Each employee shall have the right to challenge the Town's adherence to the contractual requirements of drug testing set forth herein in the same manner that the employee may grieve any managerial decision.

13. The Town, in its discretion, may discipline an employee for drug and/or alcohol use/abuse and/or the Town may offer rehabilitation to the employee. It is recognized that the Town must make its determination as to whether to discipline and/or attempt to rehabilitate an individual who tests positive for being under the influence of alcohol, drugs or illegal substances on a case-by-case basis. If the Union believes the Town has acted arbitrarily and capriciously in its determination of whether to recommend rehabilitation of an employee, the Union may grieve the Town's decision. In the event the Town offers to rehabilitate an employee, the Town may place the employee on administrative leave without pay. If the employee so elects, the employee will be permitted to utilize accrued leave during his or her period of rehabilitation. An employee who fails to complete the entire rehabilitation program, including follow-up care, may be terminated. Also, in the event the Town elects to rehabilitate an employee, the Town is only obligated to offer rehabilitation to an employee one time and future "relapses" may be dealt with by immediate termination.
14. If the Town offers an employee the opportunity to enter into a drug or alcohol rehabilitation program, the Town may require the employee to execute any and all appropriate consent/release forms so that the Town can certify that the employee is enrolled in the program, is completing it, has completed it successfully, and/or is attending any after-care program. The Town may require an employee to submit to random testing for up to two (2) years after the employee returns to work. All counseling or treatment provided for in this policy is to be at the employee's expense, however nothing shall preclude the employee from submitting his or her expenses for reimbursement in accordance with any appropriate medical plan sponsored by the Town.
15. It is the responsibility of each employee who observes or has knowledge of another employee in a condition which the employee is or appears to be impaired in the performance of his or her job duties or who presents a hazard to the safety and welfare of others or is otherwise in violation of this policy, to promptly report the fact to his or her immediate supervisor. Any employee who, in good faith based on reasonable suspicion, reports an alleged violation of this policy, or any supervisory or managerial employee who investigates or takes action in good faith based on reasonable suspicion, shall not be harassed, retaliated against, or discriminated against in any way for making reports or participating in any investigation or action based thereon.
16. Any employee who is convicted of a criminal drug statute violation, or of any law involving driving a motor vehicle while intoxicated on or off the job may be subject to immediate disciplinary action, up to and including termination. As used herein, the term "convicted" means a plea of guilty, a

plea of “nolo contendere,” or a finding of guilty (regardless of whether adjudication is withheld) by any judicial body charged with the responsibility to determine violations of federal, Florida or any other state criminal drug statute or law concerning driving while intoxicated.

17. Any employee who is arrested, charged and/or convicted of a criminal drug statute violation, or of any law concerning driving while intoxicated on or off the job must so notify the Town’s Fire Chief, in writing, no later than five (5) calendar days following such arrest, charge or conviction. It is the responsibility of the Town to notify any federal agency with which the Town has a contract or grant as a condition of employment involving any employee convicted of any criminal drug statute for a violation occurring in the workplace within ten (10) days after receiving notice by the employee or by any other party.
18. Pursuant to an on-going drug and alcohol awareness program, the Town will periodically inform employees, formally and/or informally, of the dangers of drug and alcohol abuse in the workplace, the Town’s policy of maintaining a drug-free and alcohol-free workplace, available drug and alcohol counseling, rehabilitation and assistance programs, and that violation of the Town’s policy may result in disciplinary action, up to and including termination.
19. This policy will be posted in all fire stations and issued to all employees for placement in their employee manual.
20. An employee who refuses drug or alcohol testing may be subject to disciplinary action up to and including termination.

## **ARTICLE 50**

### **RANDOM DRUG, ALCOHOL, AND TOBACCO TESTING**

Random testing may be conducted pursuant to Article 49 and Article 53 of this agreement. It is a condition of employment that all employees abide by the Town's drug-free and alcohol-free workplace policy indicated in Article 49 and the no smoking policy indicated in Article 53. All current and future applicants and employees are covered by these policies and provisions and, as a condition of employment, are required to abide by the terms of these policies and provisions.

Random drug and alcohol testing will be conducted pursuant to the Florida Drug-Free Workplace program.

Selection of employees to be randomly drug and alcohol tested will be performed by an independent entity utilizing software accepted by the Federal Department of Transportation (DOT). No more than fifty percent (50%) of bargaining unit member will be randomly tested for drugs per year. No more than ten percent (10%) of bargaining unit member will be randomly tested for alcohol per year.

Employees will be randomly tested on the day their name is selected if the selected employee is on duty that day. If an employee is not on duty the day that the employee's name is selected for random testing, the selected employee will be tested on the next day on which the employee is on duty. Said employee will not be told that his or her name had been selected until the next day on which the employee is on duty. If the selected employee is not tested on the next day on which the employee is on duty, the employee will not be tested on this occasion. The employee may be randomly selected for testing on another occasion.

TA



## ARTICLE 51

### LOCAL 2315 RETIREE BENEFIT FUND

#### A. Retiree Benefit Fund

1. Local 2315 has established the Local 2315 Retiree Benefit Fund ("Retiree Benefit Fund"), in conformance with all applicable Federal (including but not limited to the Internal Revenue Code and applicable rules) and Florida Law, to provide full or partial payments for health insurance premiums and other benefits on behalf of former employees of the Town of Davie Fire Department who retire and separate on or after October 1, 1999.
2. Local 2315 agrees that the Town will have no liability or responsibility for implementation or administration of the Retiree Benefit Fund, including but not limited to any of the expenses or benefits of the fund. Local 2315 and the Retiree Benefit Fund shall indemnify, and hold the Town harmless against claim, demand, suit, or liability, and for attorneys' fees and legal costs arising in relation to the implementation or administration of the Retiree Benefit Fund, except to the extent that the Town's acts or omissions give rise to its own liability.
3. All employees covered by this Collective Bargaining Agreement shall be eligible to participate in the Retiree Benefit Fund. Any and all eligibility requirements and benefits provided through the Retiree Benefit Fund will be determined by the Board of Trustees of the Retiree Benefit Fund.
4. Bargaining unit employees promoted after January 1, 2004 to a Fire management job classification will continue in the Retiree Benefit Fund.

#### B. Town Contributions.

1. Within thirty (30) days after this Collective Bargaining Agreement (i.e., the agreement covering the period from October 1, 2005, through September 30, 2008) is ratified by both parties, the Town shall make a lump sum contribution to the Retiree Benefit Fund in an amount equal to two percent (2%) Three (3%) percent of payroll of the actively employed bargaining unit employees and bargaining unit employees promoted to a Fire management job classification (which shall consist of base pay as set forth in Article 47 of this Agreement, the educational incentives under Article 29 of this Agreement, the longevity payments under Article 39 of this Agreement, and, the holiday pay and accrued vacation or sick leave converted to pay under Article 36 of this Agreement) and shall be before any employee deductions for items including but not limited to pension contributions, social security, and Medicare payments.

2. The Town will contribute to the Retiree Benefit Fund in an amount equal to three percent (3%) two percent (2%) of each bargaining unit employee's pay as defined above (i.e., base pay, educational incentives, longevity payments, and, the holiday pay and accrued vacation or sick leave that has been converted to pay) and shall be before any employee deductions for items including but not limited to pension contributions, social security, and Medicare payments per pay-period. The Town's contributions to the Retiree Benefit Fund shall be made within ten (10) working days after each pay-period.
1. When making the contributions as provided for in this Article, the Town shall simultaneously provide a list of all bargaining unit members for whom payment has been made and the basis for the amount of payment made.

TA – leave as is

## ARTICLE 52

### ASSIGNMENTS

1. All station and shift assignments will be at the sole discretion of the Fire Chief or designee. However, station rotation shall be on either a three (3) or six (6) month or other cycle at the Fire Chief's or designee's discretion.
2. Administrative assignments shall be assigned by the Fire Chief or designee as needed.
3. Employees working an administrative assignment shall upon completion of assignment return to their last held classification unless assigned or promoted to another assignment or classification.
4. Employees on administrative assignment shall be eligible to work their current classification and all positions qualified and eligible for.
5. Effective on the first pay period in October 2007, members assigned to the Rescue Division will receive five percent (5%) Rescue Division Assignment Pay.

### SPECIAL TEAM ASSIGNMENTS

6. Firefighter/Paramedic Crew Leader assignment:\* Five percent (5%)  
\* *As defined by the Fire Chief and the EMS Medical Director*
7. Davie Fire Rescue Department employees assigned to "special" teams, such as the Dive Team; the composition, number of members, and team title of which shall be determined by the Fire Chief or designee: Two percent (2%) for each team and, effective on the first full pay period in October 2007, increase one percent (1%) per continuous year of experience on an individual team up to a maximum of five percent (5%) per team with a maximum limit of incentive pay for two (2) teams.
8. All Rescue Division and Specialty Team assignments shall be at the sole discretion of the Fire Chief or designee. The total number of members assigned or Specialty team make-up shall be at the sole discretion of the Fire Chief or designee.
9. The minimum length of assignment to any Special Team shall be twenty-four months (24) months from date of assignment, unless the employee so assigned must end the assignment because of receiving a promotion, must end the assignment for medical reasons, or reaches a mutual agreement with the Fire Chief to end the assignment. The Fire Chief or designee has the sole discretion to remove or replace a member of the Special Team prior to

the twenty-four months (24) months. The cost of training for Special Teams shall be reimbursed by the employee if the minimum assignment is not completed. At any time, a six (6) month notice of termination of participation shall be required by the assigned employee to the Fire Chief or designee.

All Special Team assignment pay shall be ten percent (10%) total no matter how many teams (including Crew Leader assignment) to which the employee is assigned. A member assigned to two or more teams (including Crew Leader assignment) will be paid no less than a total of ten percent (10%).

## **ARTICLE 53**

### **NO SMOKING POLICY**

1. All bargaining unit members hired on or after October 01, 1990, shall abstain from the use of tobacco products at all times during the period of their employment with the Town both on and off duty. Failure to comply with this provision shall result in disciplinary action up to and including dismissal.

## ARTICLE 54

### DURATION OF AGREEMENT

After a majority vote of those bargaining unit employees voting on the question of ratification, and thereafter upon its ratification by the Town Council and authorization for the Mayor to sign the Agreement on behalf of the Town, then the Agreement, upon being signed by the appropriate Union representatives, the Town Administrator, and Mayor, shall become effective.

This agreement shall continue in force and effect from the **date of council approval** until 11:59 p.m., September 30, **2011** ~~2008~~, The parties agree that no later than May 31, ~~2008~~, **2011** the parties shall meet, confer, and exchange initial proposals on all articles the parties wish to open for negotiations. Failure to submit an initial proposal shall not preclude a party from opening additional articles at a later date. If a new agreement is not reached upon expiration of this current agreement, this agreement shall continue in effect until a new agreement is signed.

All Letters of Understanding entered into between the Town and the IAFF prior to the signing of this collective bargaining agreement shall be null and void.

This agreement is signed \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
President, Local 2315

\_\_\_\_\_  
Tom Truex, Mayor

\_\_\_\_\_  
Secretary, Local 2315

\_\_\_\_\_  
Gary Shimun  
Town Administrator

### TOWN OF DAVIE FIRE DEPARTMENT EMPLOYEE PHYSICAL EXAMINATION

Employee Name \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Sex \_\_\_\_\_

=====

A. PHYSICAL EXAMINATION      Height \_\_\_\_\_ Weight \_\_\_\_\_ Blood Pressure \_\_\_\_\_

Check Each Line	Normal	Abnormal or Needs Follow-up	Not Done	Comments/Diagnosis
1. Skin/Scalp				
2. Nutrition				
3. Neurologic				